

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, August 16, 2022 at 6:30 PM

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: www.zoom.us

WEBINAR ID# 882 2115 7704

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

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 August 2, 2022 (p.6)
 - C. Receive and file Arts Commission Minutes from July 13, 2022 (p.9)
 - D. Match for Economic Development Study Grant (p.10)
 - E. AB361 Compliance (p.14)
6. PRESENTATION: California Senior Legislature – John Pereira, Senior Senator Elect (p.16)

7. ADMINISTRATIVE BUSINESS

- A. Community Gift Cards (Discussion/Direction) – Pete Carr, City Manager (p.19)
- B. Employment agreement for UPEC General Unit, Salary Schedule (Discussion/Action) – Pete Carr, City Manager (p.23)
- C. Verbal Update on Drought Conditions and Water Supply Project (Discussion) – Pete Carr, City Manager

8. CITY COUNCIL COMMUNICATIONS AND REPORTS

9. 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 REAL PROPERTY NEGOTIATOR
Government Code Section 54956.8
 - 1. PROPERTY: APN#040-251-010-000
AGENCY NEGOTIATOR: Peter R. Carr
UNDER NEGOTIATION: Price and terms of payment.

PROPERTY: APN#040-251-080-000
AGENCY NEGOTIATOR: Peter R. Carr
UNDER NEGOTIATION: Price and terms of payment.
 - 2. PROPERTY: APN#040-156-008-000 (Orland Properties LLC)
AGENCY NEGOTIATOR: Peter R. Carr
UNDER NEGOTIATION: Price and terms of payment.
 - 3. PROPERTY: 302 Walker Street
AGENCY NEGOTIATOR: Peter R. Carr
UNDER NEGOTIATION: Price and terms of payment.

11. RECONVENE TO REGULAR SESSION

12. REPORT FROM CLOSED SESSION

13. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on August 12, 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 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

AUGUST 16,2022

Warrant 8/12/2022	\$ 1,123,222.66
Payroll Compensation	\$ 143,055.33
	<hr/>
	\$ 1,266,277.99

APPROVED BY

Dennis Hoffman, Mayor

Jeffrey A. Tolley, Vice-Mayor

Bruce T. Roundy, Councilmember

William "Billy" Irvin, Councilmember

Chris Dobbs, Councilmember

SPORT.: Aug 12 22 Friday
 JN....: Aug 12 22 Time: 14:46
 in By.: Deysy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 08-22 thru 08-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
5759	08/02/22	POS00	POSTMASTER	1227.82	8/2/2022H	POSTAGE WATER/SEWER BILLING
5760	08/05/22	GLE05	GLENN COUNTY/LAFCO	2000.00	08052022H	PLAN/WEST SIDE ANNEXATION
5761	08/05/22	GLE05	GLENN COUNTY/LAFCO	2000.00	AUG2022H	PLAN/KRAEMER ANNEXATION
5762	08/05/22	ATT07	A T & T	167.08	7/26-8/25H	AC/PHONE LINE AND INTERNET
5763	08/12/22	ABD00	ADVANCED DOCUMENT	152.22 48.16	INV78085 INV78086	CITYHALL/COPIES BD-PLAN/COPIES
			Check Total.....:	200.38		
5764	08/12/22	AIR01	Airgas-USA, LLC	182.21	42435	FD MEASURE A/MEDICAL OXYGEN
5765	08/12/22	AMA02	SYNCB/AMAZON	2543.95	7/10/2022	LIB/ZIP GRANT BOOKS
5766	08/12/22	AME00	AMERICAN FAMILY LIFE	736.24	150864	SUPPLEMENTAL INSURANCE
5767	08/12/22	AQU03	Aqua Metric	16099.70	9598,9814	PW/WATER SUPPLIES
5768	08/12/22	ARA00	ARAMARK UNIFORM SERVICES	968.64	7/31/2022	PW/UNIFORM CLEANING
5769	08/12/22	AUT00	Auto Zone Inc.	45.21	5715,6677	PD/CAR WASH SUPPLIES, AND BOLT CUTTER
5770	08/12/22	BAL00	Knife River Construction	704.04	276380	STREETS/ASPHALT
5771	08/12/22	BAM00	BAMBAUER TOWING SERVICE	300.00	7/27/22	PD/TOW ABATEMENT
5772	08/12/22	CAR02	CARDMEMBER SERVICE	3555.88 1430.57 461.74 428.29 1240.05 2333.57 128.97	7/22 2022/7 2022JULY JULY2022 2022/27/7 7/27/2022 JULY 2022	MULTI-DEPTS/MISC SUPPLIES PW/SUPPLIES & SECURITY SYSTEM SUPPLIES LIB/OFFICE SUPPLIES, WEBSITE MAINTENANCE REC/OFFICE AND POOL SUPPLIES PD/SUPPLIES, AND TRAINING FD MEASURE A/TRAVEL, OFFICE SUPPLIES, & MAINT CH/COUNCIL SUPPLIES, TRAINING
			Check Total.....:	9579.07		
5773	08/12/22	CAR12	Peter R. Carr	73.80	8/1/22	CM/TRAVEL
5774	08/12/22	CLE05	JUDY CLEVER	50.00	AUG 2022	AC/CLEANING OF GALLERY
5775	08/12/22	COM02	Comcast	404.70 291.40	7222022 8/3 9/2	FD/INTERNET FOR FIREHOUSE MULTI-DEPTS/INTERNET
			Check Total.....:	696.10		
5776	08/12/22	COR00	CORNING LUMBER CO., INC.	1401.35	062522	PW/PICKLEBALL SUPPLIES/PD 3 EVIDENCE ROOM
5777	08/12/22	COR02	Corning Chevrolet Buick	334.64	72058	PW/FLEET PARTS
5778	08/12/22	DEP00	DEPT OF TRANSPORTATION	2517.66	SL221312	PW/SIGNAL AND LIGHTING MAINTENANCE
5779	08/12/22	EIN02	Gregory P. Einhorn	9508.00	14661/658	CA/CONTRACT SERVICES, RETAINER LABOR
5780	08/12/22	ELLO6	STEVE ELLIOTT	57.53	6/30/22	AC/FACEBOOK ADVERTISING
5781	08/12/22	ESP01	ESPLANADE OFFICE	2998.00	6722-1	FD MEASURE A/OFFICE DESK FILE & CABINET
5782	08/12/22	FUL04	Full Moon Portable Sanita	120.00	1502	PW/CITY YARD
5783	08/12/22	GAR19	GARY McNARY TRUCKING	1334.00	2448,2292	TRANSPORTATION OF PW 75
5784	08/12/22	GOL01	GOLDEN STATE RISK	51571.00	2211,2212	DENTAL-VISION & HEALTH INSURANCE
5785	08/12/22	GON03	Loretta Gonsalves	331.20	7/29/22	REC/AQUA AEROBICS REIMBURSEMENT
5786	08/12/22	GRA02	GRAINGER, INC.	525.24	757,826,3	PW/SHOP & PARK SUPPLIES
5787	08/12/22	HEI01	VIRGIL HEISE	100.00	7012022	FD/JANITORIAL
5788	08/12/22	HOU05	HOUSING TOOLS	3405.00	2431	LIBERTY BELL-HOME GRANT MONITORING
5789	08/12/22	JAK00	Jake's Mobile Repair	65000.00	135572	BEE SCULPTURES (1ST PMT)
5790	08/12/22	KEL01	KELLER SUPPLY COMPANY	806.98	145	PW/MULTI-CHLOR
5791	08/12/22	LEH00	LEHR AUTO ELECTRIC	455.17	SI74979	PD/SEATBELT RETRACTOR REPLACEMENTS

REPORT.: Aug 12 22 Friday
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
055792	08/12/22	LES00	LES SCHWAB	19.35 1012.24	513100 515600	PW/PARKS EQUIP MAIN FD MEASURE A/TIRE REPLACEMENTS FOR #40
			Check Total.....:	1031.59		
055793	08/12/22	LIN00	LINCOLN AQUATICS	13484.40	SNO85327	REC/CHLORINATING TABS
055794	08/12/22	MAC02	MACQUARIE EQUIPMENT CAPIT	44.18	40823	FD MEASURE A/COPIER LEASE
055795	08/12/22	MAT04	MATSON & ISOM	10713.00	45,72,300	ANNUAL EMAIL LICENSE, WEBSITE DOMAIN, PD SERVER
055796	08/12/22	ME200	JODY MEZA	250.00	JULY 2022	LIB/MILEAGE REIMBURSEMENT
055797	08/12/22	MJB00	MJB WELDING SUPPLY, INC	12.40	7/30/2022	PW/ CYLINDER RENTAL
055798	08/12/22	MOT00	Motorola Solutions Inc.	42048.23 1404.84	16185138 81408475	FD MEASURE A/RADIOS FOR ENGINE #27 FD MEASURE A/ RADIO BATTERIES
			Check Total.....:	43453.07		
055799	08/12/22	NAP00	NAPA AUTO PARTS	3712.56 571.71	7/25/22 803,8128	PW/FLEET, SHOP AND PARKS SUPPLIES FD MEASURE A/OIL ABSORBENT,BATTERY FOR U-32
			Check Total.....:	4284.27		
055800	08/12/22	NOR06	NOR-MAC INC.	330.55	971	PW/PARKS SUPPLIES
055801	08/12/22	NUS00	NUSO, LLC	105.13	71606	FD MEASURE A/PHONES
055802	08/12/22	ORE00	O'REILLY AUTO	1625.81	6/28/22	PD-PW/FLEET SUPPLIES
055803	08/12/22	ORH00	ORLAND HARDWARE	35.54 1967.57 16.02	505382 7/27/22 JULY27/22	PD/VEHICLE WASH SUPPLIES MULTI DEPT/MISC SUPPLIES FD MEASURE A/BUILDING AND OFFICE SUPPLIES
			Check Total.....:	2019.13		
055804	08/12/22	ORL15	Orland Saw & Mower	35.00 148.83	45941 377,475	FD MEASURE A/SAW SHARPENING FOR C-20 PW/PARK EQUIP SUPPLIES
			Check Total.....:	183.83		
055805	08/12/22	PAP01	PAPE MACHINERY	1986.14	796,831	PARKS/MOWER PARTS
055806	08/12/22	PER11	PERFORMA LABS, INC	1375.00	1032	PD/TRAINING MODULE 1053
055807	08/12/22	PUR04	Heather Purchase	1422.00 1422.00	FALL22 SUM2022	TUITION ASSISTANCE (FALL 2022) TUITION ASSISTANCE (SUMMER 2022)
			Check Total.....:	2844.00		
055808	08/12/22	QUI02	QUILL CORP.	198.84	26488051	MULTI-DEPT/OFFICE SUPPLIES
055809	08/12/22	ROM05	FELENA ROMO	1600.00	2/28/22	PW/DWR PROJECT-PLUMBING REIMBURSEMENT
055810	08/12/22	SAC01	SACRAMENTO VALLEY MIRROR	254.20	862	PLAN/LEGAL NOTICES & ELECTION NOTICE
055811	08/12/22	SAN08	SANTANDER BANK, N.A	820721.52	26692-000	FD MEARSURE A/TRUCK RESERVE/PAYOFF ENGINE #27
055812	08/12/22	SEI00	ROY R SEILER, C.P.A	2475.00	30521	ACCOUNTING PROFESSIONAL SERVICES
055813	08/12/22	SON05	Sonsray Machinery	3032.45	12117-1	PW/EQUIP MAINT #73
055814	08/12/22	STO04	Jeffrey G. Dunn	225.00	8/2/22	PEST CONTROL SERVICES
055815	08/12/22	SUN05	Sun Life Financial	4506.70	JULY 2022	GAP MEDICAL INSURANCE
055816	08/12/22	SWI02	Robert Swinhart	3117.33	AUG 2022	MEDICAL GAP REIMBURSEMENT
055817	08/12/22	T&S01	T AND S DVBE, INC.	1860.14	22/1898	PW/STREET AND SAFETY SUPPLIES
055818	08/12/22	T-M00	T-MOBILE	29.49	7/25/22	LIB/WIFI HOTSPOT
055819	08/12/22	TEH06	TEHAMA TIRE SERVICE	3297.11	960,962	PW-PD/FLEET
055820	08/12/22	THE02	The Door Company	573.00	0145116IN	FD MEASURE A/ REPAIR ON COMMERICAL DOOR
055821	08/12/22	TIA00	TIAA COMMERCIAL FINANCE,	268.13	9065863	PD/COPIER LEASE

REPORT.: Aug 12 22 Friday
RUN....: Aug 12 22 Time: 14:46
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
055821	08/12/22	TIA00	TIAA COMMERCIAL FINANCE,	299.88	AUG 2022	MULTI-DEPT/COPIER LEASE
Check Total.....:				568.01		
055822	08/12/22	TOL05	JEFFREY A. TOLLEY	30.00	7/27/22	COUNCIL/MILEAGE REIMBURSEMENT
055823	08/12/22	USA00	Underground Service Alert	478.12	122999USB	PW/CA STATE FEE FOR REG COSTS 7/22-6/23
055824	08/12/22	USA04	USA Blue Book	2268.89	53796	PW/WATER SUPPLIES
055825	08/12/22	VAN00	VANTAGE POINT TRANSFER AG	1748.12	72822	DEF COMP PLAN 304591
055826	08/12/22	VER04	MARIELA VERA	40.00	1756	REC/PARK RESERVATION REFUND
055827	08/12/22	WEX00	WEX BANK	71.52	533362BD	BD/FUEL
				2683.16	2533362FD	FD/FUEL
				6016.35	2533362PD	PD/FUEL
				5325.79	2533362PW	PW/FUEL
				319.41	533362REC	REC/FUEL
Check Total.....:				14416.23		
Cash Account Total.....:				1123222.66		
Total Disbursements.....:				1123222.66		

REPORT.: 08/11/22
 RUN....: 08/11/22 Time: 16:05
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14438	08/11/22	08/10/22	CLO01 CLOYD, HANNAH	08-22	02-23	512.55
14439	08/11/22	08/10/22	FOS02 FOSTER, MALLORY	08-22	02-23	120.00
14440	08/11/22	08/10/22	KAR00 KARLE, CARSON	08-22	02-23	1304.00
14441	08/11/22	08/10/22	ORO02 OROZCO, EVVEN	08-22	02-23	589.05
14442	08/11/22	08/10/22	TES00 TESTERMAN, RUBY	08-22	02-23	780.30
14443	08/11/22	08/10/22	VLA01 VLACH, ETHAN	08-22	02-23	612.00
14444	08/11/22	08/10/22	WAT03 WATHEN, AIDEN	08-22	02-23	900.00
Z05372	08/11/22	08/10/22	ALV01 ALVA, MICAELA	08-22	02-23	2658.14
Z05373	08/11/22	08/10/22	AND00 ANDRADE, EDGAR	08-22	02-23	3201.46
Z05374	08/11/22	08/10/22	BAL00 BALDRIDGE, THEA	08-22	02-23	631.13
Z05375	08/11/22	08/10/22	BEL00 BELTER, ANNIE	08-22	02-23	680.85
Z05376	08/11/22	08/10/22	BOW00 BOWERS, LINDA	08-22	02-23	68.00
Z05377	08/11/22	08/10/22	CAR03 CARR, PETER R	08-22	02-23	6360.44
Z05378	08/11/22	08/10/22	CES00 CESSNA, KYLE A	08-22	02-23	4263.48
Z05379	08/11/22	08/10/22	CHA01 CHANEY, JUSTIN	08-22	02-23	4839.67
Z05380	08/11/22	08/10/22	CLO02 CLOYD, GRACIE	08-22	02-23	292.50
Z05381	08/11/22	08/10/22	CON00 CONTRERAS, ISAAC	08-22	02-23	183.60
Z05382	08/11/22	08/10/22	CRA00 CRANDALL, JEREMY	08-22	02-23	2648.99
Z05383	08/11/22	08/10/22	ESP00 ESPINOSA, LETICIA	08-22	02-23	2502.38
Z05384	08/11/22	08/10/22	FEN03 FENSKE, JOSEPH H	08-22	02-23	3504.66
Z05385	08/11/22	08/10/22	FLO00 FLORES, JOSE D	08-22	02-23	3432.09
Z05386	08/11/22	08/10/22	FUL00 FULLMORE, KRISTOPHER	08-22	02-23	3989.19
Z05387	08/11/22	08/10/22	GAM00 GAMBOA, YADIRA	08-22	02-23	401.55
Z05388	08/11/22	08/10/22	GUE01 GUERRERO, DEYSY D	08-22	02-23	3096.27
Z05389	08/11/22	08/10/22	GUE02 GUERRERO, JORGE	08-22	02-23	2692.79
Z05390	08/11/22	08/10/22	HAR00 ZOLLERHARRIS, TRAVIS	08-22	02-23	1831.43
Z05391	08/11/22	08/10/22	HEN00 HENDERSON, OLIVIA	08-22	02-23	1117.75
Z05392	08/11/22	08/10/22	JOH01 JOHNSON, SEAN KARL	08-22	02-23	5437.96
Z05393	08/11/22	08/10/22	KOC01 KOCHEMS, EMMA	08-22	02-23	413.10
Z05394	08/11/22	08/10/22	LOP00 LOPEZ, EVELYN SOTO	08-22	02-23	46.50
Z05395	08/11/22	08/10/22	LOW00 LOWERY, KATHERINE	08-22	02-23	3901.09
Z05396	08/11/22	08/10/22	MAR02 MARTINDALE, RYAN EUGENE	08-22	02-23	3903.07
Z05397	08/11/22	08/10/22	MEJ00 APARICIO, LILIA MEJIA	08-22	02-23	3181.37
Z05398	08/11/22	08/10/22	MEZ00 MEZA, JODY L	08-22	02-23	4375.60
Z05399	08/11/22	08/10/22	MIL00 MILLS, DARYL A	08-22	02-23	3643.95
Z05400	08/11/22	08/10/22	MON03 MONDRAGON, MEAGAN N	08-22	02-23	60.65
Z05401	08/11/22	08/10/22	MOR02 MORECI, CHRISTOPHER DAVI	08-22	02-23	1788.23
Z05402	08/11/22	08/10/22	MYE00 MYERS, KEVIN	08-22	02-23	733.02
Z05403	08/11/22	08/10/22	OLI00 OLIVER, LINDA	08-22	02-23	306.00
Z05404	08/11/22	08/10/22	ORO03 OROZCO, ETHAN	08-22	02-23	459.00
Z05405	08/11/22	08/10/22	ORO04 OROZCO, JORDAN	08-22	02-23	214.20
Z05406	08/11/22	08/10/22	OVA00 OVARD, CONNOR	08-22	02-23	344.25
Z05407	08/11/22	08/10/22	PAI01 PAILLON, MICHAEL	08-22	02-23	2563.85
Z05408	08/11/22	08/10/22	PAN00 PANIAGUA, BLANCA A	08-22	02-23	667.74
Z05409	08/11/22	08/10/22	PEN01 PENDERGRASS, REBECCA A	08-22	02-23	5465.77
Z05410	08/11/22	08/10/22	PER00 PEREZ, MARGARITA T	08-22	02-23	2438.17
Z05411	08/11/22	08/10/22	PHI00 PHILLIPS, AMELIA	08-22	02-23	95.63
Z05412	08/11/22	08/10/22	PIN00 PINEDO, EDGAR ESTEBAN	08-22	02-23	3275.22
Z05413	08/11/22	08/10/22	POR00 PORRAS, ESTEL	08-22	02-23	2285.91
Z05414	08/11/22	08/10/22	PUN00 PUNZO, GUILLERMO	08-22	02-23	538.65
Z05415	08/11/22	08/10/22	PUR01 PURCHASE, HEATHER	08-22	02-23	1783.99
Z05416	08/11/22	08/10/22	RIC01 RICE, GERALD W	08-22	02-23	2576.03
Z05417	08/11/22	08/10/22	ROD00 RODRIGUES, ANTHONY	08-22	02-23	3239.61
Z05418	08/11/22	08/10/22	ROE00 ROENSPIE, THOMAS LUKE	08-22	02-23	4542.79
Z05419	08/11/22	08/10/22	ROM00 ROMERO, ARNULFO	08-22	02-23	3487.06
Z05420	08/11/22	08/10/22	SAN01 SANCHEZ, MELANIE CARRIL	08-22	02-23	847.50
Z05421	08/11/22	08/10/22	SCH03 SCHMITKE, JENNIFER	08-22	02-23	2840.17
Z05422	08/11/22	08/10/22	SHA02 SHANNON, KYLE ANTHONY	08-22	02-23	45.00
Z05423	08/11/22	08/10/22	STE01 STEWART, ROY E	08-22	02-23	3444.14
Z05424	08/11/22	08/10/22	SUA02 SUAREZ, BRYAN E	08-22	02-23	2715.94
Z05425	08/11/22	08/10/22	SUT00 SUTTON, BRANDON KIJANA	08-22	02-23	1675.84
Z05426	08/11/22	08/10/22	SWI00 SWINHART, ROBERT	08-22	02-23	2399.35
Z05427	08/11/22	08/10/22	VAL00 VALENZUELA, BRENDA	08-22	02-23	316.54
Z05428	08/11/22	08/10/22	VLA00 VLACH, RAYMOND JOSEPH	08-22	02-23	6753.07
Z05429	08/11/22	08/10/22	VLA02 VLACH, ZOE	08-22	02-23	275.40
Z05430	08/11/22	08/10/22	VON00 VONASEK, EDWARD J	08-22	02-23	6759.70

143055.33

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD AUGUST 2, 2022

CALL TO ORDER

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

Meeting opened with Pledge of Allegiance led by Library Director Jody Meza.

ROLL CALL

Councilmembers present:	Councilmembers Bruce Roundy, Chris Dobbs, Billy Irvin, Vice Mayor Jeffrey Tolley and Mayor Dennis Hoffman
Councilmembers absent:	None
Staff present:	City Manager Pete Carr; Assistant City Manager/Director of Administrative Services Rebecca Pendergrass; City Clerk Jennifer Schmitke; Police Sergeant Kyle Cessna; City Attorney Greg Einhorn; Library Director Jody Meza

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS

Lisa Strange, Northern California Outreach Manager at the California Department of Insurance gave a brief overview of her agency's framework as well as tips and ideas for Orland residents and businesses to stay safe during fire seasons.

CONSENT CALENDAR

- A. Warrant List (payable obligations)
- B. Approve City Council Minutes for July 19, 2022
- C. Receive and file Special Joint Meeting Minutes from July 14, 2022

Action: Vice Mayor Tolley moved, Councilmember Irvin seconded, to approve items A and C on the consent calendar. The motion carried by a voice vote 5-0.

Vice Mayor Tolley pulled consent item B with concerns about the wording of the minutes from the July 19th meeting, stating that he did not believe Councilmember Dobbs' motion was to approve funding, and he asked for clarification. Councilmember Dobbs explained that he moved to approve funding to send out a survey to Orland residents, not for the skatepark project, after a project cost is identified. Councilmembers discussed concerns and questions were clarified.

Action: Vice Mayor Tolley moved, seconded by Councilmember Roundy to approve consent item B. The motion carried by a voice vote 4-1. (Councilmember Irvin dissenting)

ADMINISTRATIVE BUSINESS

- A. Agreement for Library Realignment – City Manager Pete Carr and Library Director Jody Meza

City Manager Pete Carr presented to Council a Memorandum of Understanding (MOU) for Council to approve transferring administrative responsibility for Glenn County branch library operations to the City of Orland.

Councilmembers discussed concerns and questions they had about the MOU being shared between the City of Orland and Glenn County regarding the operation of branch libraries.

Library Director Meza stated she approves of the MOU and is confident that the agreement will have minimal if any changes to daily library routines. Ms. Meza explained that the agreement will provide healthier budgets to branch libraries as well as more equitable services for each of the communities.

Mayor Hoffman opened the discussion to public comment.

Orland resident Mathew Romano stated concerns over the City not having a minimum base agreement and suggested the City set up a five-year agreement with Glenn County.

Action: Councilmember Roundy moved, seconded by Councilmember Dobbs, to approve the MOU with Glenn County to provide Orland taking administrative responsibility for operations and staffing of County library branches, with the County fully reimbursing the City at an agreed annual amount, effective July 1, 2022. The motion carried by a roll call vote 4-1.

AYES:	Councilmembers Bruce Roundy, Chris Dobbs, Vice Mayor Jeffrey Tolley and Mayor Dennis Hoffman
NOES:	Councilmember Billy Irvin
ABSENT:	None
ABSTAIN:	None

B. Verbal Update on Drought Conditions and Water Supply Project – Pete Carr, City Manager

City Manager Pete Carr provided an update on reported dry wells, stating there are currently a total of 85 wells reported this year being affected, 57 of those are completely dry. Mr. Carr stated that the total dry wells from last year and this year is up to 384 with 249 of the wells completely dry.

Mr. Carr shared that last year the dry wells tended to be located south, southeast and northwest of the City, which are the areas the Department of Water Resources (DWR) will be connecting 168 county residents to Orland's City water system. Mr. Carr explained that this year the dry wells are clustered to the west and southwest of the City. Mr. Carr stated that the project is progressing at a good pace, the City engineers and planning team is working with the US Bureau of Reclamation on permitting.

Mr. Carr stated the City retains the ability to reliably provide safe drinking water and the municipal wells continue to be sufficient and monitored weekly.

Mr. Carr reminded Council that the City has been in stage 2 of the City's 4-stage water conservation plan since May 1, 2022(stage 2 targets a 30% water reduction). Mr. Carr shared that for the month of July Orland residents and businesses on City water used almost 81 million gallons, which was more usage

than July of 2021 and 2020. Mr. Carr shared that the July bills have been sent out with the stage 2 tiered billing which will now reflect higher rates for overages over the base allotment of 15,000 gallons.

North Valley Community Foundation (NVCF) representative Jody Samons stated that the short-term program is almost at the max capacity which is set at 200 residents. Ms. Samons mentioned that she is attending an upcoming meeting with DWR to see about expanding funding for the short-term program due to the increase in dry wells.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Roundy:

- Will be attending Water Authority (SGMA) board meetings in August.
- Will be attending the LAFCo meeting in August 8, 2022.
- Will be attending the National Night Out in Library Park August 2, 2022.

Councilmember Dobbs:

- Nothing to report.

Councilmember Irvin:

- Attended the Waste Management Meeting for July, there will be a City clean-up day on October 1, 2022 at the Orland Fairgrounds.
- Attended the Glenn County Supervisors meeting at Thunderhill on July 27, 2022.

Vice Mayor Tolley:

- Will be attending the Butte College Glenn Center ribbon cutting on August 10, 2022 at 11:00 AM.
- Attended the skate park committee meeting on July 25, 2022.
- Will be attending the next skate park committee meeting August 24, 2022 at Carnegie Center from 6-7 PM.
- Attended the Glenn County Supervisors meeting at Thunderhill on July 27, 2022.

Mayor Hoffman:

- Will be attending National Night Out in Library Park on August 2, 2022.
- There will be a new art show August 5, 2022 at the Art Center.
- Honeybee Discovery Center will be open August 5, 2022.

CITIZEN COMMENTS ON CLOSED SESSION ITEMS – None

ADJOURN TO CLOSED SESSION AT 7:38 P.M.

CLOSED SESSION OPENED 7:44 P.M.

RECONVENE TO REGULAR SESSION AT 8:16 P.M.

REPORT FROM CLOSED SESSION – Direction was given to staff.

MEETING ADJOURNED AT 8:16 P.M.

Jennifer Schmitke, City Clerk

Dennis G. Hoffman, Mayor

CITY OF ORLAND ARTS COMMISSION
MINUTES
 July 13, 2022

The Wednesday, July 13, 2022 meeting of the Orland Arts Commission was called to order at 7:00 PM by Chairman Rae Turnbull at the Elliott's home on 27 E. Central ST, Orland, CA. Commissioners present were: Jill & Steve Elliott, Mary Rose Kennedy, Paddy Turnbull and Council Liaison Bruce Roundy. Absent: Mason Greeley and Jim Scribner. The minutes of the June 15, 2022 meeting were approved as emailed with no corrections or additions. The Financial Report provided by Rebecca Pendergrass was not available and will be reviewed at the next meeting.

COMMISSIONER REPORTS AND UPDATES:

1. Commissioner Rae Turnbull reported that Towne Carpet in Chico has received the carpet for the Auxiliary Gallery (which houses the City of Orland's permanent art collection) and will install it following completion of the baseboard installation by local contractor, Keith Rawlings, who is scheduled to begin work soon.
2. Commissioner Rae Turnbull reported that there was a great turn out for July 1st special presentation given by sculptor Carl Ciliac.
3. Commissioner Rae Turnbull reported that new gallery hours of 12noon to 5pm, Tuesday through Saturday are effective with the start of the August/September show.
4. On behalf of Commissioner Jim Scribner, Commissioner Rae Turnbull reported that the Masons do plan to reroof the Masonic Lodge soon. This will eliminate the hallway ceiling leak. Commissioner Scribner will also approach the Masons regarding cosmetic improvements needed in the hallway caused by the ceiling leak.

ITEMS FOR DISCUSSION AND ACTION:

1. Commissioner Jill Elliott reported that the Art Center earned a Visa gift card from AT&T after signing up for a new one-year phone contract and the card is made out to her personally. A motion was made by Mary Rose (seconded by Paddy Turnbull, motion carried) that Jill spend the funds on supplies for the gallery.

There being no further business, the meeting adjourned at 7:50 PM.

The next scheduled meeting will be held on Wednesday, September 21, 2022 at 7:00 PM, no meeting scheduled in August.

Respectfully submitted by Jill Elliott and Rae Turnbull

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 5.D.

MEETING DATE: August 16, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: **Match for Economic Development Study Grant** (Action by Consent)

City staff requests Council approval to proceed with co-sharing cost for a local economic development study.

BACKGROUND

In February 2022 3CORE, our regional economic development and business support consultant, applied for a \$60,000 grant under the USDA's Rural Business Development Grant program to hire a consultant to conduct a feasibility study of site development and infrastructure improvement needs along Interstate 5 for the cities of Corning and Orland. It was understood then that each city would be asked to meet a grant match requirement of \$5,000. Results would be presented to the EDC and City Council and could become the basis for further planning and infrastructure projects.

DISCUSSION

3CORE was recently awarded the USDA grant for \$60,000 and will be issuing an RFP soon to get the process started as fast as possible. The expectation is that the information identified in this feasibility study will inform our infrastructure planning and support infrastructure grant applications. This is a timely award given the amount of infrastructure funding in the federal and state pipeline.

This project is consistent with our EDC priorities, annual City objectives, CEDS planning documents, and participation on the 3CORE Regional Strategy Committee. Use of City ARPA funds are consistent with the intent of ARPA funding.

Attachments: City Letter in Support of Project
Grant Funding Notification

RECOMMENDATION

Approve \$5000 match for a Rural Business Development Grant in partnership with 3CORE and City of Corning.

Fiscal Impact of Recommendation: \$5,000 from ARPA funds.

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

February 24, 2022

USDA Rural Development

Attn: Maya Vang - Business & Cooperative Programs
4625 W Jennifer St, Suite 126
Fresno, CA 93722

Dear Ms. Vang,

The City of Orland supports 3CORE's application to the USDA Rural Business Development Grant program for a feasibility study of potential economic development opportunities related to Interstate 5 in Orland, California. This study will assist our agricultural community in recovery after the COVID-19 pandemic, and in preparation for the conversion from fuel tax revenue to EV (electric vehicles), a major issue for small I-5 towns. This study would explore opportunities for resilience with the creation of new jobs and industries to economically benefit all residents of these communities.

The location of Orland along I-5 presents an opportunity for manufacturing, transportation, logistics, and other economic generators. The goal of this feasibility study is to promote economic development and job creation projects. We hope this feasibility study will also be useful in future competitive funding opportunities for infrastructure from the Bipartisan Infrastructure Law (BIL). It aligns with the regional Comprehensive Economic Development Strategy.

Sincerely,

Peter R. Carr
City Manager
City of Orland

CITY COUNCIL

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

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Jennifer Schmitke
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CITY MANAGER

Peter R. Carr

February 24, 2022

USDA Rural Development
Attn: Maya Vang

RE: USDA RDBG for Interstate 5 Feasibility Study: Corning, CA and Orland, CA

Dear Ms. Vang,

On behalf of 3CORE who is completing a USDA RDBG application for a feasibility study of Interstate 5 in the cities of Corning, CA and Orland, CA, please accept this letter identifying the sources of non-federal share of costs committed to the RDBG award for the completion of this feasibility study. The match funds will be contributed from the City of Corning, City of Orland, and 3CORE. The funds, once granted, will be made available for an RFP to complete a feasibility study to identify economic development opportunities in these rural and disadvantaged communities. The funds, once granted, will be made available as needed and are not, nor will they be, conditioned or encumbered in any way that would preclude its use consistent with the requirements of the USDA funding.

Commitment of Local Match

City of Orland	5,000
City of Corning	5,000
3CORE	<u>5,000</u>
Total Match Committed	<u>\$ 15,000</u>

Sincerely,

Peter R. Carr
City Manager
City of Orland



United States Department of Agriculture

Rural Development

August 1, 2022

California State Office

430 G Street #4169
Davis, CA
95616

Voice 530.792.5800
E-Fax 844-206-7068

3CORE, INC.
PATTY HESS, EXECUTIVE DIRECTOR
2515 CEANOTHUS AVE., STE. 105
CHICO, CA 95973-7720

SUBJECT: LETTER OF CONDITIONS
FY 2022 Rural Business Development Grant (RBDG)
Grant Amount: \$60,000.00

Dear Ms. Hess:

The United States Department of Agriculture (USDA) Rural Development (RD) hereby establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. Any changes in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to and approved by USDA RD by written amendment to this letter. Any changes not approved by USDA RD shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a grant not to exceed \$60,000.00 to 3CORE, INC. (Grantee).

The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is signed by the appropriate USDA RD official. Attached is the signed copy dated 7/21/2022.

Attached is the signed copy of Form RD 1942-46, "Letter of Intent to Meet Conditions." By signing this form, you are hereby agreeing and acknowledging that this grant is a non-continuing, non-renewable grant and any approval of this grant in no way constitutes an assurance that future grants will be available.

If the conditions set forth in this letter, except those to be met at grant closing, are not met within 60 days from the date hereof, USDA RD reserves the right to discontinue the processing of the application. This is not appealable.

Grantees expecting funds from other sources for use in completing projects partially financed with USDA RD funds will present evidence of commitment of funds from other sources. This evidence will be made available before grant closing.

The funding period of this grant will begin on the date the grant has been approved. The projected time frame for completion of this project is one year from the approval date.

USDA is an equal opportunity provider, employer and lender.

**CITY OF ORLAND
RESOLUTION NO. 2022-04
RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY**

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the City of Orland hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The City Council of the City of Orland finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency; and
 - b. State or local officials have imposed or recommended measures to promote social distancing.

3. The City Council and any of its committees, joint committees, ad hoc groups, and staff is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.

4. This Resolution shall take effect August 16, 2022 and shall remain in effect for thirty (30) days thereafter (until September 7, 2022), provided the conditions set forth in Section 2 remain.

PASSED AND ADOPTED by the Orland City Council this sixteenth day of August, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis Hoffman, Mayor

ATTEST:

Jennifer Schmitke, City Clerk

By: _____

I, Jennifer Schmitke, City Clerk of the City of Orland, hereby certify that the attached is a true and correct copy of a Resolution duly made by the City Council at a regular meeting of said City Council, at Orland, California, on the sixteenth day of August 2022, the original of which is on file in my office and duly and regularly entered in the official records of proceedings of the City Council of the City of Orland.

Dated: _____

Jennifer Schmitke, City Clerk



CALIFORNIA SENIOR LEGISLATURE

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1

CSL SNAPSHOT

- Created in 1979 as a non-partisan volunteer organization
- CSL Members are 55+
- Representatives from across the State



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3

3

OUR MISSION

...to help preserve and enhance the quality of life for older Californians and their families.

The CSL achieves this mission by developing a forum through which older Californians can develop their legislative priorities and get them into the hands of California and Federal legislators.



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2

2

ORGANIZATIONAL STRUCTURE

Joint Rules Committees



Joint Rules Committee—
L-R: Front Row SA's Carolyn Fowler, Jim Levy, Elizabeth Busick, Anne Warren, Lavada Theus, Shirley Krohn, SS's Tony Rodella, John Pointer Back Row SA's Lorenzo Rios, Mark Cox, Tony Gitt, SS's David Wood, Allan Bortel, Rex Whisnand

Legislative Committee— L-R: SS Raymond Hall, SA's Billie Taylor, Cathy Meschuk, SS's Gloria Plasencia, Chuck Walker, Chair Anne Warren, SA's Shari Horne, **John Pereira**, SS's Jack Griffin, Mickey Peabody, Diana Love



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4

4

CSL TRACK RECORD!

Well over 200 CSL proposals have been signed into law by the Governor between 1987 and 2021



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2022 Legislative Priorities

MPA Goal #2: Health Reimagined

AB 2145: Oral Healthcare in Skilled Nursing Facilities ASM Davies
(Senior Assembly Member Carolyn Fowler, Inglewood, CA)

This measure would require the State Department of Public Health to promulgate regulations to authorize registered dental hygienists in alternative practice to provide oral health in-service training to staff in skilled nursing facilities and provide oral health care services in skilled nursing facilities

AB 2069: Home Care Aides: Home Health Aides: Training Program Scholarships ASM Villapudua (Senior Senator Karen Gorback, Thousand Oaks, CA)

This measure would enact legislation titled "The California Caregivers Training Scholarship Act" to incentivize enrollment in home care aide or home health aide training programs at a California Community College or Public Adult Day School, by awarding scholarships of \$1,500 each to up to 1,000 people per year through December 30, 2026, for tuition and other expenses, with requirements that scholarship recipients work in the field for at least one year.



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2022 Legislative Priorities

The following are the top State Legislative proposals still under consideration by the legislature:

MPA Goal #2: Health Reimagined

AB 2511: Skilled Nursing Facilities: Back-Up Electrical Supply ASM Irwin
(Senior Assembly Member Mark Cox, Yucaipa, CA)

This measure would require a skilled nursing facility to have an alternative source of electricity, that complies with specified Federal requirements, to protect resident health and safety for no less than 96 hours during any type of electrical outage.

AB 2338: Default Hierarchy Surrogate Consent Laws ASM Gipson
(Senior Assembly Member Gene Dorio, Santa Clarita, CA)

This measure would adopt default hierarchy surrogate consent laws similar to those existing in other states in which family members and the people closest to a patient by kinship become designated surrogate decisionmakers for the patient's health care decisions under appropriate circumstances, including where the patient is incapacitated or otherwise unable to personally designate a surrogate.



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2022 Legislative Priorities

SB 842: Health Care: Medical Goods Sen Dodd
(Senior Senator Yvonne Baginski, Napa, CA)

This measure would allocate \$800,000 for a 3-year pilot program to establish a comprehensive reuse and recycle program for home-based medical equipment and home health supplies for the counties of Napa, Solano, and Sonoma.

MPA Goal #5: Affordable Aging

AB 2077: Personal Needs Allowance ASM Calderon
(Senior Senator David Wilder, San Bernardino, CA)

This measure would increase the personal needs allowance from \$35 to \$80 per month.



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CSL IN ACTION - ANNUAL SESSION



Policy Committee Hearing—State and Local Government— L-R:
SA Janet Motha, Legislative Committee Chair, Anne Warren, Policy Committee
Chair— SA Lavada Theus, SA Pat Mosteller



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FRIENDS OF CSL

A member of **Friends of the CSL** can help the CSL in its efforts by:

Providing input on issues affecting seniors in California that need to be addressed through legislation;

Promoting legislative proposals drafted by CSL;

Promoting its accomplishments and serve as a resource on senior issues; and

Interacting with other citizens groups, organizations and agencies.

Friends of the CSL receive our monthly e-newsletter, e-alerts and notifications of special events.

4CSL.org/Get Involved/Friends of CSL



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11

CSL IN ACTION - DISTRICT VISITS

During the year CSL members take the opportunity to visit their local State Senator or Assembly Member to

- advocate senior issues and legislation and
- budget issues impacting seniors.

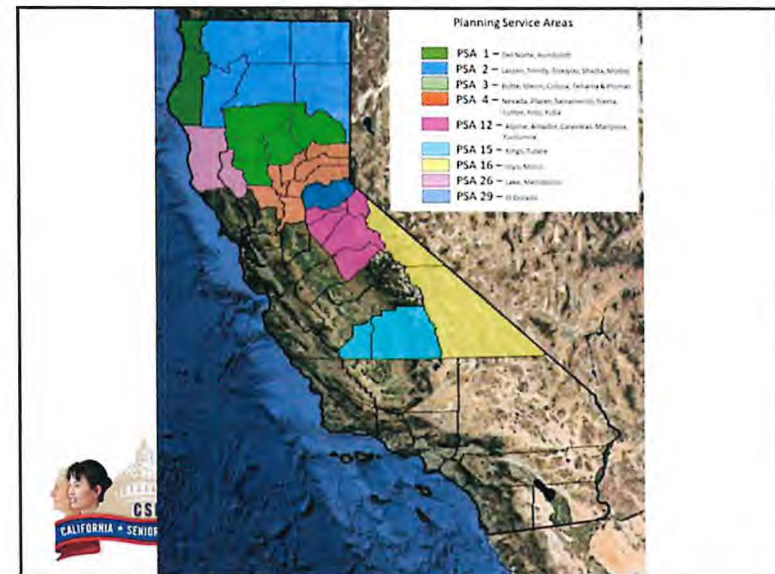


L-R: Senior Senator Susan
Rubio And Senior Assembly
Member Lorenzo Rios



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CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.A.

MEETING DATE: August 16, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: **Consider City-sponsored Shop Local Program** (Discussion/Direction)

City staff and Council will consider an innovative way to leverage existing funding to stimulate local shopping and thus support locally owned businesses.

BACKGROUND

Locally owned businesses tend to retain a greater share of sales revenue locally than corporate, non-locally owned businesses. Small businesses have been among those hardest hit by the economic impacts of both the pandemic and the upward trend in online shopping. The City has been participating in several programs aiming to provide relief to small businesses – many of which are still struggling to recover.

American Rescue Plan Act (ARPA) funds are available to help address the City's reduced revenues and the community's pandemic economic impact. Some the City Council's designated uses of these funds so far include enhanced support for the Orland Area Chamber of Commerce, the Orland Arts Center and the Orland Façade Improvement Program.

DISCUSSION

The City's sales tax revenue consultant, HdL, is facilitating an opportunity for the City to leverage available funds to provide a boost to local businesses thru a Community Gift Card program. The City would work with an experienced vendor (Yiftee.com) with proprietary software to provide digital gift cards that could only be used at participating small businesses in Orland. Features include:

- No cost to the local business (free to merchants)
- No special equipment needed
- All digital – anyone can buy the gift cards
- City can provide "bonus cards" to stimulate gift card sales
- Proven economic benefits in participating cities

The City can structure its bonus card sponsorship in many ways, within a stated budget. For example, the City could fund a \$10 bonus card to the purchaser of a \$50 gift card, and a \$25 bonus card to the purchaser of a \$100 gift card. Both the gift card and the bonus card are of value only at participating Orland businesses. The City could also choose to cover the % fee for the transaction. The City could kickstart the program initially with bonus cards but the gift card program need not have any termination.

Businesses participating in the Community Gift Card program tend to be small locally owned restaurants, boutique retailers and personal services providers like salons. The Orland Area Chamber of Commerce can assist the City is reaching out to encourage local business owners to enroll.

With some ARPA-designated projects costing less than forecasted, there appears to be an opportunity to carve out a portion of ARPA funding to support this local economic development initiative. It is anticipated that, once established, post-ARPA, the program can stand on its own and/or be supported by private company sponsors.

Yiftee has managed nearly 400 digital gift card programs across the U.S. including nearly 100 in California including many in Northern California such as cities of Benicia, Brentwood, Concord, Elk Grove, Fairfield, Lafayette, Nevada City, Oakley, Pinole, Sacramento, San Leandro and Truckee. HdL and Yiftee have recently partnered together to do seven digital gift card programs and are presently working on several more.

Attachments: Eight selected slides from presentation. HDL consultant Barry Foster will be joining the meeting remotely to help explain the program opportunity

RECOMMENDATION

Direct staff.

If Council directs staff to proceed, a contract can be presented for Council approval September 6.

Fiscal Impact of Recommendation: None at this point. \$12,500 to engage HdL if agreed by City. Program adoption could include many combinations of support/expenditures within a stated City budget and timeframe.

Increase Shop Local Movement In Your Community

American Rescue Plan Act (ARPA)
Funds & eGift Card Program



HdL ECONSolutions



HdL
ECONSolutions



HdL ECONSolutions

Our History

- HdL has been providing cities, counties, and special districts with a variety of consulting services for 38 years. Based in Orange County in Brea, HdL's client list includes more than 400 local governments in California, plus offices in Alabama, Colorado, Georgia and Texas.
- HdL ECONSolutions was established in 2014 to provide a variety of economic development products and services in further serving local governments.
 - Done work for 160 local governments in California (mostly cities).
 - Presently serving 20 California cities with ARPA support services

HdL/Yiftee eGift Card Program Participants



City of Canyon Lake



City of Hawthorne

City of Hercules



City of Pinole



City of Lafayette

City of San Leandro



City of Oakley



HdL
ECONSolutions



HdL eGift Card Program Assistance

How can HdL help implement and manage your community gift card program?

- Identify appropriate level of funding from ARPA
- Help you identify eligible businesses to participate and develop a business contact list
- Assist in setting up and managing your Yiftee online account
- Help create program graphics, as well as business and community outreach materials
- Act as a single point of contact for business owners
- Monitor and report on gift card sales and usage



HdL
ECONSolutions

Yiftee, Keep Local Dollars Local

400+ Community Gift Card programs in 49 states

\$28M revenue to local businesses

Program is free to set up, no subscription fees

Free to merchants

Rollout in 4 weeks

No special equipment required



How Community Cards Work

All digital – buy online, for friends/family/self and bulk purchases



Send via email, text or print

eDelivery fee paid by card buyer or third party covers program cost



Redemption Powered by Mastercard®

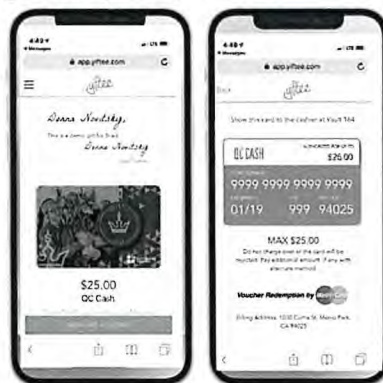
Any merchant can participate as long as they can process a manual entry Mastercard

Works with any PoS system

No integration

No special devices

Merchant pays their normal Card-Not-Present processing fee



Program Organizer Determines Merchants

Cards can only be redeemed at participating merchants

Where Can I Use the Gift Card?



You "invite" merchants

Merchants "opt-in"

Run this ACTIVATION card on your POS to activate your listing!



Voucher Redemption by HdL

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.B.

MEETING DATE: August 16, 2022

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: **Employment Agreement for UPEC General Unit, Salary Schedule**
(Discussion/Action)

City staff will recommend Council approve a proposed negotiated labor agreement and an updated comprehensive salary schedule.

BACKGROUND

City Council has been engaged in recent months in negotiating updated Memoranda of Understanding (MOU) with the City's three bargaining groups, all three agreements having expired June 30th. These are normally three-year agreements setting forth working conditions and compensation for covered employees. Council approved the Orland Police Officers Association (OPOA) MOU and the United Public Employees of California (UPEC) Local 792 Mid-managers Unit MOU June 21st.

DISCUSSION

The proposed UPEC General Unit agreement provides for salary increases of 6%, 4% and 4% over the next three years, respectively. Other changes reflect bringing the MOU into alignment with current practice as to City Clerk and Accounting Analyst positions, adjusting the Admin Tech position to be compensated congruent with the Accounting Tech position, and increasing the boot allowance from \$150/yr to \$220/yr, and up to \$300 in special circumstances with a medical prescription.

With this MOU in place, the attached salary chart is updated to reflect UPEC General Unit wages for fiscal year 2022-23.

Attachments:

1. Proposed MOU for UPEC General Unit and Resolution to Approve
2. Updated Salary Schedule for Fiscal Year 2022-2023

RECOMMENDATION

Approve the proposed agreement by resolution, and salary schedule, as presented; authorize the Mayor and City Manager to execute the resolution and bargaining unit agreement.

Fiscal Impact of Recommendation:

Approximately \$200k in year one, followed by \$95k each of the tow following years, allocated per budget formulas to General, Water and Sewer funds. Sufficient funding for these adjustments is included in the fiscal year budget approved June 7th.

MEMORANDUM
of
UNDERSTANDING

between the

CITY *of* ORLAND

and the

UNITED PUBLIC EMPLOYEES *of* CALIFORNIA
LOCAL 792

ORLAND General Unit

July 1, 2022 *through* June 30, 2025
incorporating all previous agreements

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ATTACHMENT A Salary Ranges

ATTACHMENT B City of Orland Personnel Rules

ARTICLE 1: GENERAL PROVISIONS

1.01 UNION RECOGNITION:

The City recognizes the United Public Employees of California, Local 792 Union hereinafter referred to as the Union as the recognized bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions of all employees in the classifications of "Attachment A" attached herein. This Union, in turn, recognizes the City Manager as the Collective Bargaining representative for the City and shall meet and confer exclusively with said officer or designee, except as specifically described otherwise in this memorandum. Both parties recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of the City. Whenever the City hires a person to a covered position, the City shall notify such person that the Union is the recognized bargaining representative for miscellaneous employees. Both City and Union agree to keep duplicate originals for this agreement on file in a readily accessible location, including online, available for inspection by any City employee, or member of the public, upon request.

1.02 UNION MEMBERSHIP:

A. General:

All regular employees occupying positions in classifications listed in Attachment A, who are members of the Union shall be required to pay Union Dues. Employees are not required to join the Union or pay dues as a condition of employment.

B. Association Responsibilities:

The Association agrees that it has a duty to provide representation to all regular employees occupying positions in the classifications listed in Appendix A pursuant to the Association's status as a Recognized Employee Organization. The Association has discretion in the manner it provides such representation including the right to deny service or charge non-members for individual representation services to the extent allowed by law.

C. Withdrawal from the Association:

Members shall be able to withdraw their membership by notifying the Association in writing on a form and in a manner prescribed by the Association of their desire to withdraw from membership during the period of December 11 through 31 of any year.

1.03 EMPLOYEE RIGHTS:

A. General:

Employees of the City shall have the right to form, join, and participate in the activities of recognized employee organizations of their own choosing for the purpose of representation on all matters of employee relations as provided by law. Employees of the City shall also have the right to refuse to join, or participate in, the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against in connection with these rights.

Union Activities:

Neither the City nor the Union shall interfere with, intimidate, coerce or discriminate against City employees because of their exercising their right to form, join and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

Personnel Files:

The City Manager shall maintain the official employee personnel records.

1. The confidentiality of the Personnel Record shall be maintained at all times. Only information regarding official status (i.e.; employee's, name, class title, current salary range, length of appointment, and date of hire) will be released.
2. Information of a personal nature will not be released, unless the employee authorizes in writing, with an original written signature (photocopies of the original signature will not be accepted).
3. The employee will be provided a copy of any document containing derogatory information prior to it being placed in the personnel file. An employee may respond in writing to any derogatory information. The employee's response shall be attached to the copy of the derogatory information that has been placed in the employee's personnel file.

B. Employee Evaluation:

1. No employee evaluation shall be placed in the employee's personnel file without an opportunity for a discussion of the evaluation between the employee and the evaluator. Any negative evaluation shall provide specific recommendations for improvement in the employee's performance. The employee shall also be made aware of the resources available to aid the employee in improving his/her performance.
2. Probationary employees shall receive a formal written evaluation at the end of the sixth month and the end of the twelfth month of employment.
3. Corrective Action evaluations may be prepared at any time the evaluator deems necessary.

C. Notification of Examination Results:

Notification of results will be consistent with the provisions outlined in Attachment B of this contract, City of Orland Personnel Rules & Regulations Manual.

1.04 RULES AND REGULATIONS:

The Union agrees that its members shall comply with all departmental or City rules and regulations, including those relating to conduct and work performance. The City agrees that departmental or City rules and regulations, which affect the terms and conditions of employment, shall be the proper subject for meet and confer prior to their adoption. If departmental or City rules and regulations including City of Orland Personnel Rules conflict with specific provisions of this Agreement, this Agreement shall prevail (except for the Employer-Employee Relations Policy which shall prevail).

The City of Orland Personnel Rules and Regulations Manual dated December 2018 are incorporated in this agreement as Attachment B.

Should the City of Orland choose to modify the current Personnel Rules incorporated herein as Attachment B, the City will meet and confer with the representative(s) of the City General bargaining unit and the representative(s) of UPEC Union Local 792 prior to any implementation.

1.05 FAIR EMPLOYMENT PRACTICES:

The City and the Union agree that no person employed or applying for employment with the City shall be unlawfully discriminated against by either party because of race, color, religion, mental or physical disability (including AIDS), medical condition (cancer related), national origin, ancestry, marital status, sex, sexual orientation, age (over 40), veteran's status, or any other non-merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all regular employees occupying positions in the classifications listed in Attachment A regardless of their membership in the Union.

1.06 PREVAILING RIGHTS:

The provisions of this Memorandum of Understanding together with all those rules (see Article 1.04) that existed prior to this Agreement which are within the meet and confer

requirements shall constitute the wages, hours and terms and conditions of employment for employees in classifications subject to this Memorandum.

1.07 DEFINITIONS:

“Day or Days” shall mean a **working** day or days, unless specifically defined as otherwise in the individual Articles of this Memorandum.

“Emergency” means any unforeseen circumstance requiring immediate action: any sudden, unexpected happening, an unforeseen occurrence or condition.

“Employee” means a person in a Permanent Full-Time or a Permanent Part-Time position in a classification for which the Union is the exclusive bargaining representative.

“Extra Help Employee” shall mean a person employed in a position that is generally not occupied on a year around basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

“Limited Term Employee” shall mean a person employed in a position that is a program specific position that is funded predominantly by other than the general fund. The allocation for such position shall automatically end when either the program ends or the funds supporting the position are no longer available.

“Permanent Full-Time Employee” shall mean a person employed in a position established on a permanent year round basis requiring work on a regular schedule of **thirty-five (35)** hours or more per work week and eligible for full benefits.

“Permanent Part-Time Employee” shall mean a person employed in a position established not to exceed 960 hours per fiscal year and not eligible for benefits except in-grade increases on a calendar year basis. Annual vacation at a rate equivalent to full-time employees, but prorated based on the number of hours worked.

ARTICLE 2: CITY RIGHTS

2.01 Nothing in this Memorandum shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. This includes among others; the exclusive right to:

- To determine the methods, means, and personnel by which City Government operations are to be conducted.
- Exercise complete control and discretion over its organization, operations and technology of performing its work.

- Determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof.
- Set standards of service to the public.

The City also retains the sole right to administer the City Personnel Policy and Codes, to classify or reclassify positions, add or delete positions or classes to or from the City Budget or Salary Resolution, establish standards for employment and promotion of employees, evaluate employees, to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons; subject to any and all laws or regulations pertaining thereto.

ARTICLE 3: UNION RIGHTS

3.01 PAYROLL DEDUCTION:

The City agrees, upon written consent of the employees involved, to deduct membership dues or service fees, as established by the Union, from the salaries of the employees the Union-represents. The City shall remit the sum withheld immediately to the Union along with a list of employees who have had such amounts deducted. The Union agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the City Payroll Clerk, not later than the Friday prior to the relevant pay day.

Voluntary payroll deductions from employees' salaries shall be for Union sponsored programs provided that the employee has given the Union and the City Payroll Clerk written authorization for such deduction. The City may assess a reasonable charge for providing such service. The employee may cancel this authorization at any time by providing written notification of such cancellation to the City Payroll Clerk and to the Union. The Union shall indemnify, defend and hold the City harmless against all claims, demands, expenses (including attorney's fees), judgments, or other liability because of dues or fees collected by the City and paid over to the Union. The Union agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

3.02 UNION ACCESS:

The City agrees to grant no more than one (1) paid staff of the Union at a time, the right to contact City employees during breaks or lunch periods.

3.03 UNION REPRESENTATIVES:

A. Negotiators:

The Union shall be allowed to designate up to two (2) employees within the unit to serve as negotiators with the City. The Union shall provide the City Manager with the name, classification, and the assigned department of each of the negotiators. The Union agrees that a Department is only required to release one (1) employee to serve as a negotiator. Should any changes or alternates be appointed after the original list is established, the Union shall advise the City Manager and Department Head. Employees designated as unit negotiators shall be granted release time with pay from scheduled duties to meet with the City's Chief Negotiator.

B. Shop Stewards:

The Union shall have the right to establish shop stewards consistent with the provisions outlined in the Laborer's International Union of North America (LIUNA) Constitution, page 86, Article 4E(3).

1. The Union agrees to notify the City Manager of the names, classifications, and departments of their designated stewards, which shall not exceed two (2) in number, including one (1) Chief Steward. The Union shall notify the City Manager of any changes to the original list.
2. A reasonable amount of time will be granted the employees and the steward to handle initial grievances and appeal procedures. After notifying his/her immediate supervisor, a shop steward shall be permitted to leave his/her work area during working hours to assist in the investigations, initial preparation, and presentation of grievances. The steward shall advise the Supervisor of the grievant of his/her presence and shall be permitted to discuss the problem with any and all employees immediately concerned, and if appropriate, attempt to achieve a settlement in accordance with the grievance procedure.
3. The City shall allow one (1) steward, one (1) hour of paid release time each month to participate in Union Steward training or meetings. This time does not accrue for the Union or the employee steward.

C. Safety Meetings:

The City will conduct safety meetings and/or trainings at least monthly.

3.04 BULLETIN BOARDS:

The Union will provide no more than two bulletin boards to be located one each at the City Library and at the City of Orland Public Works Corporation Yard upon which the Union may post notices of meetings, elections, appointments, results of election(s) recreation and social affairs, classes, seminars and other matters pertaining to the employee and Union affairs. Materials relating to local, state or national political elections shall not be posted. Materials that are derogatory to any City employee shall not be placed on bulletin boards.

3.05 DISTRIBUTION OF UNION MATERIALS:

- A. The Union shall have the right to distribute materials to its members through normal City channels.
- B. No material shall be distributed which is derogatory toward any City officer or employee.
- C. The City Manager shall have final authority to revoke this right if any provision of this Memorandum of Understanding is violated by the Union.

3.06 USE OF CITY FACILITIES:

City facilities shall be made available upon timely request for use by employees and the Union to meet to discuss issues within the scope of representation. Use of such facilities shall be on the employee's own time unless otherwise approved by the City Manager.

ARTICLE 4: PAY PROVISIONS

4.01 COMPENSATION:

All Permanent Full-Time and Permanent Part-Time employees covered by this agreement shall be paid in accordance with the attached schedule titled "ATTACHMENT A".

4.02 SALARY ADJUSTMENT:

A. General salary increases:

6% increase for classifications not receiving a specific position increase, effective July 1, 2022.

4% increase for classifications not receiving a specific position increase, effective July 1, 2023.

4% increase for classifications not receiving a specific position increase, effective July 1, 2024.

B. Specific classification increase:

Add City Clerk as stand-alone position with a salary range: \$4083-\$4963

Add Accounting Assistant Position with a salary range of \$4083-\$4693

4.03 PAY PERIODS:

Employees in this unit shall be paid bi-weekly in accordance with the pay schedule as established by the City.

4.04 STANDBY PAY – ON CALL PAY:

A. Schedule

City Public Works employees will be assigned on call on a mandatory, rotation basis. The designated on call employee may obtain a substitute or trade their assigned rotation, subject to department head approval. The on call shift will consist of 7 consecutive calendar days commencing at the end of the regularly scheduled work shift on Wednesday afternoon and ending at the beginning of the regularly scheduled work shift on the following Wednesday morning.

B. Compensation

The City will compensate the employee assigned to on call at a rate of \$169.70 / week. The designated on call employee shall report for service within 30 to 60 minutes of being contacted.

On-call compensation will adjust annually by the same percentage set forth in section 4.02(A).

2019-2020 rate: \$191.01

2020-2021 rate: \$196.74

2021-2022 rate: \$202.64

C. Vehicle Provided

The City shall provide a City truck for employee(s) who are in standby status.

4.05 CALL BACK PAY:

A. On Recognized Holidays (13):

When employees who are on standby are called back to work, or an employee is required to return to work because of a departmental request made after they have completed their normal work shift and left the premises, they shall be credited for a minimum of four (4) hours' time or actual time worked; whichever is greater.

B. On Regularly Scheduled Workdays:

When employees who are on standby are called back to work, or an employee is required to return to work because of a departmental request made after they

completed their normal work shift and left the premises, they shall be credited for a minimum of two (2) hours' time or actual time worked, whichever is greater.

4.06 SPECIAL PAY ADJUSTMENTS

- A. The City reserves the right to increase salaries and/or benefits over and above the existing terms and conditions of this agreement for any job classification for the purpose of recruitment and retention of personnel.

B. Stipend for State Certifications

The City shall recognize employees who possess State required certifications in such classifications as Certified Pool Operator, Water Treatment and Grade 1 Water Distribution, Grade 2 Water Distribution, Waste Water Treatment, and certifications of benefit to the City, with a 2.5% salary increase as to each certification, with a maximum stipend of 10.0%. Requests for stipends are to be presented to the City Manager for evaluation prior to commencing coursework/training.

C. Stipend for Bi-Lingual Employees

Employees whom the City recognizes as meeting the qualifications for Bi-Lingual Skills shall receive a 2.5% salary increase.

D. Stipend for College Degree

One 2.5% stipend will be granted to employees who hold a position-related college degree (i.e., AA/AS; BA/BS; MA/MS) that is above the requirements for the employee's position.

4.07 LONGEVITY PAY:

Regular Full-Time and Part-Time employees shall receive an increase of two and one half percent (2.5%) above their current salary rate for the particular class of position to which they are appointed upon completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) full consecutive years of employment.

4.08 DIRECT DEPOSIT:

The City agrees to implement direct deposit of employee pay checks during the term of this M.O.U.

ARTICLE 5: PAID LEAVE AND CATASTROPHIC (SICK) LEAVE

5.01 SICK LEAVE:

The sick leave maximum accrual is fifteen (1500) hours per employee effective the date of ratification of this agreement.

5.02 BEREAVEMENT LEAVE:

Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed five (5) days for each instance. However, a department head may authorize more than five days leave based on extenuating circumstances, but all such leave in excess of five (5) days shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean spouse, child, stepchild, stepparent, parent, grandparent, parent-in-law, brother-in-law, sister-in-law, brother or sister, grandchild or anyone permanently living in the household.

5.03 HOLIDAYS:

A. The following holidays are recognized by the City:

<u>Holiday</u>	<u>Observed</u>
1) New Year's Day	January 1
2) Martin Luther King Jr. Day	Third Monday in January
3) President's Day	Third Monday in February
4) Cesar Chavez Day	Mar 31
5) Memorial Day	Last Monday in May
6) Independence Day	July 4
7) Labor Day	First Monday in September
8) Veterans' Day	November 11
9) Thanksgiving Day	That Designated Thursday in November
10) Thanksgiving Friday	The Day After Thanksgiving
11) Christmas Eve	December 24
12) Christmas	December 25
13) New Year's Eve	December 31

B. Floating Holiday

Every full-time employee covered by this agreement is granted three (3) floating holidays each fiscal year that must be used during said fiscal year (not cashed out) or they will be forfeited.

D. Weekend Holiday

When a holiday falls on a weekend (Saturday or Sunday), the City will recognize the preceding (Friday) or following (Monday) as a holiday.

5.04 COMPENSATORY TIME:

Employees may accrue compensatory time in lieu of pay up to one hundred (100) hours. Employees shall have the option of CTO or pay.

5.05 VACATION LEAVE ACCRUAL – LONGEVITY:

Vacation leave will accrue as follows, upon completion of specified years of service:

10 years of service = 4 weeks vacation
15 years of service = 4.5 weeks vacation
20 years of service = 5 weeks vacation

Accrual is strictly limited to 240 hours as consistent with the revised Personnel Rules and Regulations Manual. This 240 hours is a cap and employees shall not accrue vacation in excess of this cap.

5.06 CATASTROPHIC (SICK) LEAVE:

- A. Unit members who have exhausted all sick leave and other time off may use Catastrophic Leave under the following provisions:
 - 1. Catastrophic leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.
 - 2. Maximum leave is not to exceed six (6) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.
- B. To request Catastrophic Leave, the unit member or his/her designee, shall submit a request to the City Manager stating the facts which support a need for such leave.
 - 1. To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - 2. A "member of the employee's family" for Catastrophic (sick) Leave donation purposes shall be limited to spouse, life partner, children, mother, father or an individual over which the employee has legal guardianship.

- C. As soon as practicable, the City Manager will determine if the request for Catastrophic Leave meets the parameters for approval. The City Manager will notify the employee or his/her designee of that determination.
 - 1. If the request is approved the City shall solicit unit members, on the approved form, for donations authorizing donation of sick leave hours for use pursuant to this section.
 - 2. The completed authorization forms shall be submitted to Human Resources.
 - 3. Donated sick leave hours will be deposited in a separate sick leave pool for each request and deducted from the donating employee's accumulated sick leave.
 - 4. The maximum donation an employee may contribute per year pursuant to this section is eighty (80) hours.
 - 5. In the event the hours are not used, those hours will be returned to the donating employees and credited to their accrued sick leave.
- D. In the event an employee exhausts his/her donated Catastrophic Leave from the pool, the employee or his/her designee may request additional Catastrophic Leave from pursuant to this section. However, in no event shall the employee be eligible to use more than six (6) consecutive calendar months of donated Catastrophic Leave.
- E. Employees using Catastrophic Leave pursuant to this section shall not accrue any other leave credits provided for in this agreement while using Catastrophic Leave.

ARTICLE 6: HEALTH AND OTHER BENEFIT PLANS

6.01 HEALTH / LIFE INSURANCE:

A. Medical:

The City will provide the Silver plan through Golden State Risk Management Association effective January 1, 2017. The City will also provide GAP insurance coverage in combination with the Silver plan. The City agrees to pay 100% of the premium costs of these plans for eligible employees and their dependents.

The City will fund a city-administered Health Reimbursement Account for out-of-pocket out-patient medical procedure expenses available to those enrolled in the Silver + GAP insurance plan.

The City will provide access to the PPO Platinum Plan through Golden State Risk Management Association. Employees choosing this plan will pay any costs in excess of the combined premium cost of the Silver plan with GAP coverage for that employee and dependents.

For those employees who otherwise have medical insurance and opt-out of city medical insurance, the city will provide \$765 per month which may be applied to a 457 Deferred Compensation Plan or added to salary compensation.

B. Dental:

The City will provide dental insurance for all employees through Golden State RMA at 100% premium coverage.

C. Vision:

The City will provide vision insurance for all employees through Golden State RMA at 100% premium coverage.

D. Life Insurance:

The City agrees to maintain a Group-Term Life Insurance policy with a value of \$ 50,000 for employees in this unit.

E. Employee Assistance Plan:

The City will provide an Employee Assistance Plan (EAP) through Golden State RMA.

F. Optional Additional Insurance:

Employee may elect to enroll in additional ancillary health and life insurance through a City contracted provider.

Employees shall be responsible for the payment of any monthly premium amounts in excess of the City contribution. These payments will be made in two equal installments on the first and the second pay period of each month.

The employees' premium payment shall be made by payroll deduction.

Employee premium payment may be made through an IRS Code, Section 125 arrangement.

G. Sharing of Health Insurance Coverage Increases or Decreases:

The City and the employees shall share any cost increases to the coverages provided in subsections A, B and C, above as follows: Employee 50%; City 50%.

Provided, however, that increases to employees shall not exceed \$25 per month per employee in any contract year and shall not exceed \$50/month per employee over the MOU term.

H. Retiree Medical Plan

Upon completion of twenty (20) years of City of Orland service, and upon retiring from City service, employees who were regular full-time employees as of July 1, 2013, shall be eligible to receive a contribution of 1% for each year of City service (contribution) applied toward the cost of the employee-only medical premium if the employee is covered by employee-only insurance at the time of retirement, or applied to the cost of the employee-plus-one-dependent premium if the employee and his dependent are covered by the city's medical insurance at the time of retirement. This benefit expires when the employee/retiree qualifies for Medicare. If the dependent becomes Medicare eligible prior to the retiree, the contribution shall be applied to the cost of the employee-only premium.

Eligible employees may, instead of the above, direct the City to pay the dollar amount of the contribution to an identified health benefit provider. The eligible employee making that election shall provide the City with payment directions.

6.02 VOLUNTARY PAYROLL DEDUCTION:

The City agrees to offer an IRS Code, Section 125 Voluntary Payroll, before tax deduction, account. Items to be included in this account may be additional life insurance, disability income protection, employee health and hospitalization insurance, long-term nursing and custodial care, catastrophic insurance coverage, and other types of deductions that qualify under the Internal Revenue Service Code System.

ARTICLE 7: RETIREMENT

7.01 PENSION FORMULA

The City agrees to provide the 2.7% @ 55 retirement formula for all employees in this bargaining unit employed as of December 31, 2012. New employees hired on or after January 1, 2013, will be hired under a 2% @ 62 formula per State standards for all public agencies. "Lateral hire" employees with less than a six-month break in service are hired under the formula for legacy employees, per State standards.

7.02 PENSION COST SHARING

All employees shall pay their own required member contribution (8%) to the Public Employees Retirement System.. Non-legacy employees hired after January 1, 2013 shall pay their own required member contribution of 6.5%.

7.03 PERS RETIREMENT REPORTING

The City shall report eight percent (8.0%) or six and one half percent (6.5%) Employee Paid Contributions to PERS as compensation.

ARTICLE 8: ALLOWANCES & REIMBURSEMENTS

8.01 MILEAGE REIMBURSEMENT:

An employee who utilizes his/her privately owned vehicle for approved city business will be compensated at the cents per mile reimbursement rate established by the Internal Revenue Service in effect on July 1, of each year.

8.02 MOTOR VEHICLE PHYSICAL EXAM AND LICENSE FEES:

The City will pay the full cost of physical exams and license fees necessary to maintain the required motor vehicle license for the classification assigned when the license requirement is other than Class "C".

8.03 UNIFORM ALLOWANCE:

City will pay for the cost of purchase, replacement and cleaning of uniforms. City will provide Maintenance Workers with a two hundred twenty dollar (\$220) credit each year for work boots and/or safety jacket, except in special circumstances where a medical provider prescribes special footwear, then three hundred dollars (\$300). Employees must produce a receipt and be reimbursed by the City. The City will provide credit accounts at two or three preferred boot retailers, with members retaining option to shop elsewhere on a receipt-reimbursable basis.

ARTICLE 9: SENIORITY

9.01 SENIORITY:

The City shall recognize Classification Seniority as set forth herein.

A. "*Classification Seniority*" means the amount of regular service performed by the employee in the classification and higher classifications in question since the most

recent date of hire, less all absences from employment for which no compensation is received.

- B. **"Continuous Service"** means the amount of continuous employment by the employee, less all absences from employment in excess of thirty (30) calendar days for which no compensation is received.
- C. Extra help and temporary employees shall not accrue seniority.
- D. **"Probationary Employee"** is defined in Section 2-20 of the City Personnel Rules and Regulations. A probationary employee shall have seniority rights, and shall accrue seniority from the date of hire.

9.02 LOSS OF SENIORITY:

An employee loses all seniority when:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee, when on layoff, fails to return to work within three calendar days after having been notified to return to work by the City by certified mail, return receipt requested, sent to the employee's last known address. However, if the employee is employed elsewhere and is required to give notice of resignation, the employee must so notify the City within three calendar days after the City notice to return to work has been received, and must return to work within fourteen (14) calendar days after receipt of the City's notice.
- D. The employee is laid off for 24 consecutive months.
- E. The employee is absent from work and fails to contact the City within three working days regarding the reason for such absence, unless it is impossible to do so.
- F. The employee does not report to work immediately upon expiration of a leave of absence.

ARTICLE 10: DISCIPLINARY & APPEAL PROCEDURES

10.01 DISCIPLINARY ACTION:

Disciplinary action may be taken by the appointing authority for cause against any employee who has permanent status. This article shall not apply to employees dismissed while on probation. As used in this section, "disciplinary action" means written reprimands, suspension without pay, demotion with reduction in pay, and dismissal. As

used in this section, "appointing authority, means the City of Orland or the appropriate elected official or department head exercising supervisory authority over the employee against whom disciplinary action is taken.

10.02 GRIEVANCE AND APPEALS PROCEDURES:

A. PURPOSE.

The purpose of the procedure established by way of this agreement is to provide a systematic means to:

1. Keep channels of communications open between all persons employed by the City of Orland;
2. Resolve problems and differences between employees and management through discussions; and
3. Settle unresolved employee disputes and complaints in a reasonable manner.
4. Any unit member shall have the right to represent themselves individually with the City and to present grievances, other workplace issues and discipline appeals to the City and to have such grievances and appeals adjusted without the intervention of the Union provided that the adjustment shall not be inconsistent with the Memorandum of Understanding and further provided that the Union shall be given an opportunity to be present at any formal steps of adjustment.

B. SCOPE.

The procedure established herein is limited in application to complaints of unfair or improper treatment in City employment and to matters specifically involving the interpretation or application of this agreement, City rules, policies or ordinances.

Specifically excluded from this procedure are matters, which in their solution, require the amendment or change of the City Council's policies as set forth in the City Ordinance Code and resolutions. Also excluded from this procedure are the following:

1. Matters within the Employee Relations Policy adopted by resolution of the City Council.
2. City Rights as specified in Article I, Section 2.01 of this agreement.

C. RIGHT OF PARTICIPATION:

Any employee or group of employees shall have the right to present grievances under these procedures without fear of reprisal.

D. REPRESENTATION:

Any employee or employees shall be given reasonable time off without loss of pay to participate in the steps of this procedure upon by the Department Head and City Manager during non-working hours.

E. GRIEVANCE PROCESS:

The following is a series of steps, each a succeeding higher level of review. Effort is to be made by all who participate in the process to find acceptable solutions to the problems involved at the lowest and earliest possible step in the process.

During the process, should the grievant not receive a response at any level in accordance with the appropriate time limits, the grievant may appeal the grievance to the next level.

1. PROCEDURES TO BE OBSERVED:

- (a) the word "employee" as used in the various steps shall mean the employee and his / her representative. The grievant shall be present at all steps in the process.
- (b) any written forms required of the employee at any step shall be provided by the City.
- (c) the word "day" as used in the Steps of the Grievance procedure shall mean "calendar days" unless otherwise specified.
- (d) should a grievant fail at any time to proceed to the next step, within the established time limits, the grievance shall be terminated.
- (e) time limits in this procedure may be waived or extended by mutual written consent of both parties.

2. INFORMAL GRIEVANCE PROCEDURE:

As outlined in Attachment B of this contract; City of Orland Personnel Rules & Regulations, page 29, section 6-2.

3. FORMAL GRIEVANCE PROCEDURE:

Step 1: IMMEDIATE SUPERVISOR

Within seven (7) calendar days of receiving the informal decision of his / her immediate supervisor, the grievant shall then have the right to notify the

immediate supervisor in writing of his / her intent to file a formal appeal with the Department Head.

Step 2: DEPARTMENT HEAD

- a. If the grievance is not settled to the employee's satisfaction at the informal level, the employee shall file a written appeal with the Department Head within seven (7) calendar days of receipt of the supervisor's informal decision.
- b. The grievance letter shall include the following:
 - (i) A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
 - (ii) The remedy or correction requested.
- c. The Department Head shall give a written answer to the grievance within five (5) working days from the date the appeal was received at this level.

The Department Head's answer shall include the following:

 - (i) A complete statement of the Department Head's position and the facts upon which it is based, if available; and
 - (ii) The remedy or correction that has been offered, if any.
- d. If the grievance is not settled satisfactorily within Step 2, the employee may appeal the grievance to the City Administrator in writing within ten (10) calendar days from receipt of the Department Head's decision.

Step 3: CITY MANAGER

- a. Within fifteen (15) days of receipt of an appeal from Step 2, the City Manager shall cause a hearing to be held. The date, time and place of the hearing shall be by mutual agreement of the City Manager and the employee and Union representative, if any. The City or the Union may request other representatives to participate in the hearing, and the Union may request that other employees be called as witnesses without loss of pay.
- b. It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step hearing shall reflect the total effort of the parties.

- c. A written disposition of the grievance shall be given by the City Manager to the employee, representative(s) and Department Head within five (5) calendar days following the hearing.
- d. If the third step decision is not satisfactory to the employee, it may be appealed to the City Council.

Step 4: CITY COUNCIL (In its entirety)

- a. The employee or his / her representative must present in writing the appeal to the City Council via the City Clerk within fifteen (15) days from the date of receipt of the third step decision. The City Council will hold the appeal hearing in closed session.
- b. The City Council shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the City Council shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The City Council shall render a decision within 30 days after the conclusion of the hearing.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.01 OFFICIAL CITY IDENTIFICATION:

The City shall provide a wallet size, laminated identification card to each employee. The cards will be tracked by an identification number system. If an identification card is lost, the replacement card will be at the expense of the employee.

11.02 PUBLIC WORKS SCHEDULE(S):

- A. The City Public Works Department shall operate on seasonal schedules as determined by the Department Head or City Manager:

Fall-Winter schedule shall be 0700 – 1530 hours

Spring-Summer schedule shall be 0630 - 1500 hours

- B. The City and Union will discuss the possibility of implementing a trial flexible 4-10 schedule with the understanding that either side can revert back to the original plan with two weeks' notice.

11.03 EDUCATION INCENTIVE:

The City shall pay tuition/conference or class/ seminar fees, including training materials, for training programs that enhance employees' abilities and benefit the City. Employee must obtain written approval in advance from their Department Head.

11.04 BREAKS:

The City agrees to two (2) fifteen (15) minute breaks per eight hour work shift.

11.05 LAYOFFS:

Layoffs: By department within a classification and with bumping rights.
(Personnel Rules and Regulations Manual Section 4-1 Layoff/Reduction in Force)

ARTICLE 12: CLOSING PROVISIONS

12.01 IMPLEMENTATION / RENEGOTIATION:

- A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be submitted to the Union for ratification and when ratified shall be jointly submitted to the City Council for approval.
- B. The City may adopt rules and regulations after consultation in good faith with representatives of the Union concerning the administration of employee relations under this Article, except as otherwise provided by law.
- C. The City shall give reasonable written notice to the Union at least fourteen days in advance of any proposed ordinance, policy rule or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.

12.02 SCOPE OF AGREEMENT:

The parties acknowledge that during the negotiations which preceded this Memorandum each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, for the life of this Memorandum, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both of the parties at the time they met, confer and signed this Memorandum, unless specifically provided for elsewhere in this Memorandum.

12.03 DURATION OF AND NEGOTIATION OF SUCCESSOR AGREEMENT:

This agreement shall be effective and shall remain in full force and effect through June 30, 2025. The parties agree to exchange initial proposals and begin bargaining on a successor agreement in March, 2025.

12.04 SEVERABILITY:

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of articles or sections should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into the meet and confer process for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

UNION RATIFICATION:

Ratified by the members of the United Public Employees of California union, Local 792,
City of Orland California General Unit on this ____ day of _____, 2022.

Ryan Friesen, Labor Relations Representative
UPEC, Local 792

_____, General Unit Member Negotiator

_____, General Unit Member Negotiator

CITY of ORLAND CALIFORNIA APPROVAL:

Approved by the City of Orland on this ____ day of _____, 2022.

Minute Reference No. _____

ATTEST:

By: _____
City Clerk

Date: _____

City Manager

Date: _____

Mayor

Date: _____

City of Orland
Genral Unit Salary Schedules Per the MOU
For the Period Beginning July 1, 2022 and Ending June 30, 2023
(Reflects a 6% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5
Public Works Lead Forman					
Annual	\$52,306.59	\$54,921.92	\$57,668.02	\$60,551.42	\$63,578.99
Monthly	\$4,358.88	\$4,576.83	\$4,805.67	\$5,045.95	\$5,298.25
Bi-Weekly	\$2,011.79	\$2,112.38	\$2,218.00	\$2,328.90	\$2,445.35
Hourly	\$25.15	\$26.40	\$27.73	\$29.11	\$30.57
Waste Water Treatment Operator					
Annual	\$47,489.40	\$49,863.87	\$52,357.06	\$54,974.92	\$57,723.66
Monthly	\$3,957.45	\$4,155.32	\$4,363.09	\$4,581.24	\$4,810.31
Bi-Weekly	\$1,826.52	\$1,917.84	\$2,013.73	\$2,114.42	\$2,220.14
Hourly	\$22.83	\$23.97	\$25.17	\$26.43	\$27.75
Equipment Mechanic-Lead					
Annual	\$55,436.35	\$58,208.17	\$61,118.58	\$64,174.50	\$67,383.23
Monthly	\$4,619.70	\$4,850.68	\$5,093.21	\$5,347.88	\$5,615.27
Bi-Weekly	\$2,132.17	\$2,238.78	\$2,350.71	\$2,468.25	\$2,591.66
Hourly	\$26.65	\$27.98	\$29.38	\$30.85	\$32.40
Equipment Mechanic					
Annual	\$45,512.25	\$47,787.86	\$50,177.26	\$52,686.12	\$55,320.42
Monthly	\$3,792.69	\$3,982.32	\$4,181.44	\$4,390.51	\$4,610.04
Bi-Weekly	\$1,750.47	\$1,837.99	\$1,929.89	\$2,026.39	\$2,127.71
Hourly	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60
Equipment Operator					
Annual	\$43,193.73	\$45,353.42	\$47,621.09	\$50,002.14	\$52,502.25
Monthly	\$3,599.48	\$3,779.45	\$3,968.42	\$4,166.85	\$4,375.19
Bi-Weekly	\$1,661.30	\$1,744.36	\$1,831.58	\$1,923.16	\$2,019.32
Hourly	\$20.77	\$21.80	\$22.89	\$24.04	\$25.24
Maintenance Worker					
Annual	\$42,146.41	\$44,253.73	\$46,466.42	\$48,789.74	\$51,229.22
Monthly	\$3,512.20	\$3,687.81	\$3,872.20	\$4,065.81	\$4,269.10
Bi-Weekly	\$1,621.02	\$1,702.07	\$1,787.17	\$1,876.53	\$1,970.35
Hourly	\$20.26	\$21.28	\$22.34	\$23.46	\$24.63
Library Tech II					
Annual	\$33,025.95	\$34,677.25	\$36,411.11	\$38,231.67	\$40,143.25
Monthly	\$2,752.16	\$2,889.77	\$3,034.26	\$3,185.97	\$3,345.27
Bi-Weekly	\$1,270.23	\$1,333.74	\$1,400.43	\$1,470.45	\$1,543.97
Hourly	\$15.88	\$16.67	\$17.51	\$18.38	\$19.30

	Step 1	Step 2	Step 3	Step 4	Step 5
Library Tech III					
Annual	\$39,010.89	\$40,961.43	\$43,009.51	\$45,159.98	\$47,417.98
Monthly	\$3,250.91	\$3,413.45	\$3,584.13	\$3,763.33	\$3,951.50
Bi-Weekly	\$1,500.42	\$1,575.44	\$1,654.21	\$1,736.92	\$1,823.77
Hourly	\$18.76	\$19.69	\$20.68	\$21.71	\$22.80
Childrens Librarian					
Annual	\$39,010.89	\$40,961.43	\$43,009.51	\$45,159.98	\$47,417.98
Monthly	\$3,250.91	\$3,413.45	\$3,584.13	\$3,763.33	\$3,951.50
Bi-Weekly	\$1,500.42	\$1,575.44	\$1,654.21	\$1,736.92	\$1,823.77
Hourly	\$18.76	\$19.69	\$20.68	\$21.71	\$22.80
Building Inspector					
Annual	\$60,812.86	\$63,853.50	\$67,046.18	\$70,398.49	\$73,918.41
Monthly	\$5,067.74	\$5,321.13	\$5,587.18	\$5,866.54	\$6,159.87
Bi-Weekly	\$2,338.96	\$2,455.90	\$2,578.70	\$2,707.63	\$2,843.02
Hourly	\$29.24	\$30.70	\$32.23	\$33.85	\$35.54
Administrative Technician					
Annual	\$36,561.03	\$38,389.08	\$40,308.54	\$42,323.96	\$44,440.16
Monthly	\$3,046.75	\$3,199.09	\$3,359.04	\$3,527.00	\$3,703.35
Bi-Weekly	\$1,406.19	\$1,476.50	\$1,550.33	\$1,627.84	\$1,709.24
Hourly	\$17.58	\$18.46	\$19.38	\$20.35	\$21.37
Accounting Technician I					
Annual	\$39,445.42	\$41,417.69	\$43,488.58	\$45,663.00	\$47,946.15
Monthly	\$3,287.12	\$3,451.47	\$3,624.05	\$3,805.25	\$3,995.51
Bi-Weekly	\$1,517.13	\$1,592.99	\$1,672.64	\$1,756.27	\$1,844.08
Hourly	\$18.96	\$19.91	\$20.91	\$21.95	\$23.05
Accounting Technician II					
Annual	\$49,362.13	\$51,830.24	\$54,421.75	\$57,142.84	\$59,999.98
Monthly	\$4,113.51	\$4,319.19	\$4,535.15	\$4,761.90	\$5,000.00
Bi-Weekly	\$1,898.54	\$1,993.47	\$2,093.14	\$2,197.80	\$2,307.69
Hourly	\$23.73	\$24.92	\$26.16	\$27.47	\$28.85
City Treasurer/Accounting Analyst					
Annual	\$51,940.00	\$54,537.00	\$57,263.85	\$60,127.04	\$63,133.39
Monthly	\$4,328.33	\$4,544.75	\$4,771.99	\$5,010.59	\$5,261.12
Bi-Weekly	\$1,997.69	\$2,097.58	\$2,202.46	\$2,312.58	\$2,428.21
Hourly	\$24.97	\$26.22	\$27.53	\$28.91	\$30.35
City Clerk/ PW Admin Tech					
Annual	\$51,940.00	\$54,537.00	\$57,263.85	\$60,127.04	\$63,133.39
Monthly	\$4,328.33	\$4,544.75	\$4,771.99	\$5,010.59	\$5,261.12
Bi-Weekly	\$1,997.69	\$2,097.58	\$2,202.46	\$2,312.58	\$2,428.21
Hourly	\$24.97	\$26.22	\$27.53	\$28.91	\$30.35

City of Orland
Genral Unit Salary Schedules Per the MOU
For the Period Beginning July 1, 2023 and Ending June 30, 2024
(Reflects a 4% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5
Public Works Lead Forman					
Annual	\$54,398.86	\$57,118.80	\$59,974.74	\$62,973.48	\$66,122.15
Monthly	\$4,533.24	\$4,759.90	\$4,997.90	\$5,247.79	\$5,510.18
Bi-Weekly	\$2,092.26	\$2,196.88	\$2,306.72	\$2,422.06	\$2,543.16
Hourly	\$26.15	\$27.46	\$28.83	\$30.28	\$31.79
Waste Water Treatment Operator					
Annual	\$49,388.98	\$51,858.43	\$54,451.35	\$57,173.92	\$60,032.61
Monthly	\$4,115.75	\$4,321.54	\$4,537.61	\$4,764.49	\$5,002.72
Bi-Weekly	\$1,899.58	\$1,994.55	\$2,094.28	\$2,199.00	\$2,308.95
Hourly	\$23.74	\$24.93	\$26.18	\$27.49	\$28.86
Equipment Mechanic-Lead					
Annual	\$57,653.81	\$60,536.50	\$63,563.33	\$66,741.49	\$70,078.57
Monthly	\$4,804.48	\$5,044.71	\$5,296.94	\$5,561.79	\$5,839.88
Bi-Weekly	\$2,217.45	\$2,328.33	\$2,444.74	\$2,566.98	\$2,695.33
Hourly	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69
Equipment Mechanic					
Annual	\$47,332.74	\$49,699.38	\$52,184.35	\$54,793.56	\$57,533.24
Monthly	\$3,944.40	\$4,141.61	\$4,348.70	\$4,566.13	\$4,794.44
Bi-Weekly	\$1,820.49	\$1,911.51	\$2,007.09	\$2,107.44	\$2,212.82
Hourly	\$22.76	\$23.89	\$25.09	\$26.34	\$27.66
Equipment Operator					
Annual	\$44,921.48	\$47,167.55	\$49,525.93	\$52,002.23	\$54,602.34
Monthly	\$3,743.46	\$3,930.63	\$4,127.16	\$4,333.52	\$4,550.19
Bi-Weekly	\$1,727.75	\$1,814.14	\$1,904.84	\$2,000.09	\$2,100.09
Hourly	\$21.60	\$22.68	\$23.81	\$25.00	\$26.25
Maintenance Worker					
Annual	\$43,832.27	\$46,023.88	\$48,325.08	\$50,741.33	\$53,278.40
Monthly	\$3,652.69	\$3,835.32	\$4,027.09	\$4,228.44	\$4,439.87
Bi-Weekly	\$1,685.86	\$1,770.15	\$1,858.66	\$1,951.59	\$2,049.17
Hourly	\$21.07	\$22.13	\$23.23	\$24.39	\$25.61
Library Tech II					
Annual	\$34,346.99	\$36,064.34	\$37,867.56	\$39,760.93	\$41,748.98
Monthly	\$43,832.27	\$3,005.36	\$3,155.63	\$3,313.41	\$3,479.08
Bi-Weekly	\$1,321.04	\$1,387.09	\$1,456.44	\$1,529.27	\$1,605.73
Hourly	\$16.51	\$17.34	\$18.21	\$19.12	\$20.07

	Step 1	Step 2	Step 3	Step 4	Step 5
Library Tech III					
Annual	\$40,571.33	\$42,599.90	\$44,729.89	\$46,966.39	\$49,314.71
Monthly	\$3,380.94	\$3,549.99	\$3,727.49	\$3,913.87	\$4,109.56
Bi-Weekly	\$1,560.44	\$1,638.46	\$1,720.38	\$1,806.40	\$1,896.72
Hourly	\$19.51	\$20.48	\$21.50	\$22.58	\$23.71
Childrens Librarian					
Annual	\$40,571.33	\$42,599.90	\$44,729.89	\$46,966.39	\$49,314.71
Monthly	\$3,380.94	\$3,549.99	\$3,727.49	\$3,913.87	\$4,109.56
Bi-Weekly	\$1,560.44	\$1,638.46	\$1,720.38	\$1,806.40	\$1,896.72
Hourly	\$19.51	\$20.48	\$21.50	\$22.58	\$23.71
Building Inspector					
Annual	\$63,245.38	\$66,407.65	\$69,728.03	\$73,214.43	\$76,875.15
Monthly	\$5,270.45	\$5,533.97	\$5,810.67	\$6,101.20	\$6,406.26
Bi-Weekly	\$2,432.51	\$2,554.14	\$2,681.85	\$2,815.94	\$2,956.74
Hourly	\$30.41	\$31.93	\$33.52	\$35.20	\$36.96
Administrative Technician					
Annual	\$38,023.48	\$39,924.65	\$41,920.89	\$44,016.93	\$46,217.78
Monthly	\$3,168.62	\$3,327.05	\$3,493.41	\$3,668.08	\$3,851.48
Bi-Weekly	\$1,462.44	\$1,535.56	\$1,612.34	\$1,692.96	\$1,777.61
Hourly	\$18.28	\$19.19	\$20.15	\$21.16	\$22.22
Accounting Technician I					
Annual	\$41,023.23	\$43,074.39	\$45,228.11	\$47,489.52	\$49,863.99
Monthly	\$3,418.60	\$3,589.53	\$3,769.01	\$3,957.46	\$4,155.33
Bi-Weekly	\$1,577.82	\$1,656.71	\$1,739.54	\$1,826.52	\$1,917.85
Hourly	\$19.72	\$20.71	\$21.74	\$22.83	\$23.97
Accounting Technician II					
Annual	\$51,336.62	\$53,903.45	\$56,598.62	\$59,428.55	\$62,399.98
Monthly	\$4,278.05	\$4,491.95	\$4,716.55	\$4,952.38	\$5,200.00
Bi-Weekly	\$1,974.49	\$2,073.21	\$2,176.87	\$2,285.71	\$2,400.00
Hourly	\$24.68	\$25.92	\$27.21	\$28.57	\$30.00
City Treasurer/Accounting Analyst					
Annual	\$54,017.60	\$56,718.48	\$59,554.40	\$62,532.12	\$65,658.73
Monthly	\$4,501.47	\$4,726.54	\$4,962.87	\$5,211.01	\$5,471.56
Bi-Weekly	\$2,077.60	\$2,181.48	\$2,290.55	\$2,405.08	\$2,525.34
Hourly	\$25.97	\$27.27	\$28.63	\$30.06	\$31.57
City Clerk/ PW Admin Tech					
Annual	\$54,017.60	\$56,718.48	\$59,554.40	\$62,532.12	\$65,658.73
Monthly	\$4,501.47	\$4,726.54	\$4,962.87	\$5,211.01	\$5,471.56
Bi-Weekly	\$2,077.60	\$2,181.48	\$2,290.55	\$2,405.08	\$2,525.34
Hourly	\$25.97	\$27.27	\$28.63	\$30.06	\$31.57

City of Orland
Genral Unit Salary Schedules Per the MOU
For the Period Beginning July 1, 2024 and Ending June 30, 2025
(Reflects a 4% Increase)

	Step 1	Step 2	Step 3	Step 4	Step 5
Public Works Lead Forman					
Annual	\$56,574.82	\$59,403.56	\$62,373.74	\$65,492.43	\$68,767.05
Monthly	\$4,714.57	\$4,950.30	\$5,197.81	\$5,457.70	\$5,730.59
Bi-Weekly	\$2,175.95	\$2,284.75	\$2,398.99	\$2,518.94	\$2,644.89
Hourly	\$27.20	\$28.56	\$29.99	\$31.49	\$33.06
Waste Water Treatment Operator					
Annual	\$51,364.54	\$53,932.77	\$56,629.41	\$59,460.88	\$62,433.92
Monthly	\$4,280.38	\$4,494.40	\$4,719.12	\$4,955.07	\$5,202.83
Bi-Weekly	\$1,975.56	\$2,074.34	\$2,178.05	\$2,286.96	\$2,401.30
Hourly	\$24.69	\$25.93	\$27.23	\$28.59	\$30.02
Equipment Mechanic-Lead					
Annual	\$59,959.97	\$62,957.97	\$66,105.87	\$69,411.16	\$72,881.72
Monthly	\$4,996.66	\$5,246.50	\$5,508.82	\$5,784.26	\$6,073.48
Bi-Weekly	\$2,306.15	\$2,421.46	\$2,542.53	\$2,669.66	\$2,803.14
Hourly	\$28.83	\$30.27	\$31.78	\$33.37	\$35.04
Equipment Mechanic					
Annual	\$49,226.05	\$51,687.35	\$54,271.72	\$56,985.31	\$59,834.57
Monthly	\$4,102.17	\$4,307.28	\$4,522.64	\$4,748.78	\$4,986.21
Bi-Weekly	\$1,893.31	\$1,987.98	\$2,087.37	\$2,191.74	\$2,301.33
Hourly	\$23.67	\$24.85	\$26.09	\$27.40	\$28.77
Equipment Operator					
Annual	\$46,718.34	\$49,054.26	\$51,506.97	\$54,082.32	\$56,786.43
Monthly	\$3,893.20	\$4,087.85	\$4,292.25	\$4,506.86	\$4,732.20
Bi-Weekly	\$1,796.86	\$1,886.70	\$1,981.04	\$2,080.09	\$2,184.09
Hourly	\$22.46	\$23.58	\$24.76	\$26.00	\$27.30
Maintenance Worker					
Annual	\$45,585.56	\$47,864.84	\$50,258.08	\$52,770.98	\$55,409.53
Monthly	\$3,798.80	\$3,988.74	\$4,188.17	\$4,397.58	\$4,617.46
Bi-Weekly	\$1,753.29	\$1,840.96	\$1,933.00	\$2,029.65	\$2,131.14
Hourly	\$21.92	\$23.01	\$24.16	\$25.37	\$26.64
Library Tech II					
Annual	\$35,720.87	\$37,506.91	\$39,382.26	\$41,351.37	\$43,418.94
Monthly	\$45,585.56	\$3,125.58	\$3,281.85	\$3,445.95	\$3,618.25
Bi-Weekly	\$1,373.88	\$1,442.57	\$1,514.70	\$1,590.44	\$1,669.96
Hourly	\$17.17	\$18.03	\$18.93	\$19.88	\$20.87

	Step 1	Step 2	Step 3	Step 4	Step 5
Library Tech III					
Annual	\$42,194.19	\$44,303.90	\$46,519.09	\$48,845.05	\$51,287.30
Monthly	\$3,516.18	\$3,691.99	\$3,876.59	\$4,070.42	\$4,273.94
Bi-Weekly	\$1,622.85	\$1,704.00	\$1,789.20	\$1,878.66	\$1,972.59
Hourly	\$20.29	\$21.30	\$22.36	\$23.48	\$24.66
Childrens Librarian					
Annual	\$42,194.19	\$44,303.90	\$46,519.09	\$48,845.05	\$51,287.30
Monthly	\$3,516.18	\$3,691.99	\$3,876.59	\$4,070.42	\$4,273.94
Bi-Weekly	\$1,622.85	\$1,704.00	\$1,789.20	\$1,878.66	\$1,972.59
Hourly	\$20.29	\$21.30	\$22.36	\$23.48	\$24.66
Building Inspector					
Annual	\$65,775.20	\$69,063.96	\$72,517.16	\$76,143.02	\$79,950.17
Monthly	\$5,481.27	\$5,755.33	\$6,043.10	\$6,345.25	\$6,662.51
Bi-Weekly	\$2,529.82	\$2,656.31	\$2,789.12	\$2,928.58	\$3,075.01
Hourly	\$31.62	\$33.20	\$34.86	\$36.61	\$38.44
Administrative Technician					
Annual	\$39,544.42	\$41,521.64	\$43,597.72	\$45,777.61	\$48,066.49
Monthly	\$3,295.37	\$3,460.14	\$3,633.14	\$3,814.80	\$4,005.54
Bi-Weekly	\$1,520.94	\$1,596.99	\$1,676.84	\$1,760.68	\$1,848.71
Hourly	\$19.01	\$19.96	\$20.96	\$22.01	\$23.11
Accounting Technician I					
Annual	\$42,664.16	\$44,797.37	\$47,037.24	\$49,389.10	\$51,858.55
Monthly	\$3,555.35	\$3,733.11	\$3,919.77	\$4,115.76	\$4,321.55
Bi-Weekly	\$1,640.93	\$1,722.98	\$1,809.12	\$1,899.58	\$1,994.56
Hourly	\$20.51	\$21.54	\$22.61	\$23.74	\$24.93
Accounting Technician II					
Annual	\$53,390.09	\$56,059.59	\$58,862.57	\$61,805.70	\$64,895.99
Monthly	\$4,449.17	\$4,671.63	\$4,905.21	\$5,150.48	\$5,408.00
Bi-Weekly	\$2,053.47	\$2,156.14	\$2,263.95	\$2,377.14	\$2,496.00
Hourly	\$25.67	\$26.95	\$28.30	\$29.71	\$31.20
City Treasurer/Accounting Analyst					
Annual	\$56,178.31	\$58,987.23	\$61,936.59	\$65,033.42	\$68,285.09
Monthly	\$4,681.53	\$4,915.60	\$5,161.38	\$5,419.45	\$5,690.42
Bi-Weekly	\$2,160.70	\$2,268.74	\$2,382.18	\$2,501.29	\$2,626.35
Hourly	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83
City Clerk/ PW Admin Tech					
Annual	\$56,178.31	\$58,987.23	\$61,936.59	\$65,033.42	\$68,285.09
Monthly	\$4,681.53	\$4,915.60	\$5,161.38	\$5,419.45	\$5,690.42
Bi-Weekly	\$2,160.70	\$2,268.74	\$2,382.18	\$2,501.29	\$2,626.35
Hourly	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83

Resolution No. 2022-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORLAND AND
THE EMPLOYEES REPRESENTED BY
THE UNITED PUBLIC EMPLOYEES OF CALIFORNIA LOCAL 792
ORLAND GENERAL UNIT
FOR A THREE YEAR PERIOD,
EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025**

WHEREAS, the United Public Employees of California Local 792, Orland General Unit and the City of Orland have expressed a desire to continue their bargaining relationship as governed by California Government Code Section 3500, et seq; and,

WHEREAS, the parties have met and conferred in good faith in accordance with California Government Code Section 3500, et seq; and,

WHEREAS, such meetings have resulted in the agreement of a three year Memorandum of Understanding for the period July 1, 2022 through June 30, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORLAND HEREBY RESOLVES AS FOLLOWS:

1. The Memorandum of Understanding covering employees who are represented by the United Public Employees of California Local 792, Orland General Unit for the period July 1, 2022 through June 30, 2025 is approved.
2. The City Council authorizes the Mayor, City Clerk and City Manager to execute and implement the Memorandum of Understanding.

ADOPTED August 16, 2022, by the City Council of the City of Orland by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dennis Hoffman, Mayor

ATTEST:

City Clerk

City of Orland
Monthly Salary Schedule
July 1, 2022 - June 30, 2023

<u>Position</u>	<u>Range</u>	
City Manager (Unrepresented)		13333
<u>Mid Management</u>		
Assistant City Manager/Director of Admin Services (Unrepresented)		6250
Police Chief (Unrepresented)		9809
Fire Chief (Unrepresented)		8917
Director of Public Works	6855	8332
Public Works Supervisor	5250	6381
Director of Library Services	5601	6808
Director of Recreation	4263	5182
<u>Police Unit</u>		
Sergeant	6344	6736
Patrol Officer	4971	6042
Communications and Records Supervisor	4543	5522
CSO/Evidence Technician	3560	4327
Dispatch Records Clerk	3560	4327
<u>Fire Unit (Unrepresented)</u>		
Administrative Assistant/Prevention & Inspection Coordinator	4286	5209
<u>General Unit</u>		
City Treasurer/Accounting Analyst	4328	5261
City Clerk/Admin Tech	4328	5261
Administrative Technician	3046	3703
Accounting Technician I	3287	3995
Accounting Technician II	4113	5000
Public Works Lead Foreman	4358	5298
Waste Water Treatment Operator	3957	4810
Equipment Mechanic	4619	5615
Equipment Operator	3792	4610
Maintenance Worker	3512	4269
Library Tech II	2752	3345
Library Tech III	3250	3951
Children's Librarian	3250	3951
Building Inspector	5067	6159