

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, September 6, 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# 811 6323 0548

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.7)
- C. AB361 Compliance (p.16)
- D. Receive and file Planning Commission Minutes for February 17, 2022 (p.18)
- E. Receive and file Planning Commission Minutes for April 21, 2022 (p.29)
- F. Receive and file Planning Commission Minutes for June 9, 2022 (p.33)
- G. Receive and file Planning Commission Minutes for July 21, 2022 (p.36)
- H. Resolution No 2022-21: Delegating Organics Recycling Compliance (p.38)
- I. Award of Contract to Financial Auditor (p.50)

- J. Determination of Public Convenience or Necessity for Alcohol License: 727 4th Street – Old Town Lounge, LLC (p.75)

6. ADMINISTRATIVE BUSINESS

- A. Use of City Land on Sixth Street at Colusa (Discussion) – Pete Carr, City Manager (p.83)
- B. City-Sponsored Community Gift e-Cards (Discussion/Action) – Pete Carr, City Manager (p.84)
- C. Internal Water Fund Loan Amortization (Information Only) (p.112)
- D. Verbal Update on Drought Conditions and Water Supply Project (Discussion) – Pete Carr, City Manager

7. CITY COUNCIL COMMUNICATIONS AND REPORTS

8. RECONVENE TO REGULAR SESSION

9. REPORT FROM CLOSED SESSION

10. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on September 2, 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

September 6, 2022

Payroll compensation	8/25/22	\$	118,743.56
Warrant	9/1/22	\$	298,617.37
Warrant	8/23/22	\$	1,945.00
Pers 7/14/22-7/27/22	8/24/22	\$	23,191.04
		\$	442,496.97

APPROVED BY

 Dennis Hoffman, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Bruce T. Roundy, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Aug 25 22 Thursday
RUN...: Aug 25 22 Time: 15:18
Run By.: Leticia Espinosa

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
055832	08/23/22	DOB01	CHRIS DOBBS	300.00	AUG2022	CITY COUNCIL STIPEND
055833	08/23/22	HOF00	DENNIS G. HOFFMAN	300.00	AUG2022	CITY COUNCIL STIPEND
055834	08/23/22	IRV00	BILLY IRVIN	300.00	AUG2022	CITY COUNCIL STIPEND
055835	08/23/22	ORL12	Orland-Laurel Masonic Hal	400.00	AUG2022	AC/RENT SEPTEMBER
055836	08/23/22	ROU00	BRUCE T. ROUNDY	300.00	AUG2022	CITY COUNCIL STIPEND
055837	08/23/22	TOL04	JEFFREY TOLLEY	300.00	AUG2022	CITY COUNCIL STIPEND
055838	08/23/22	TUR01	Rae Turnbull	45.00	08222022	AC/WEBSITE NEWSLETTER
Cash Account Total.....:				1945.00		
Total Disbursements.....:				1945.00		
				=====		
Cash Account Total.....:				.00		

REPORT.: Sep 01 22 Thursday
 RUN....: Sep 01 22 Time: 17:56
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 09-22 thru 09-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
055828	08/15/22	GLE03	County of Glenn	650.00	08152022H	CANDIDATE STATEMENT DEPOSIT
055829	08/16/22	FLE04	FLEMING, JOHN	1712.50	7/27-8/4H	BD/INSPECTION SERVICES JULY 27 - AUG 4,2022
055830	08/19/22	STA05	State Water Resources Con	95.00	08192022H	PW/WASTEWATER TREATMENT OPERATOR
055831	08/22/22	POS00	POSTMASTER	1143.46	08222022H	POSTAGE WATER/SEWER BILLING
055840	09/01/22	4LE00	4 LEAF INC.	1141.00	J0741-22G	BD/PLAN REVIEW FOR 919 FIFTH ST
055841	09/01/22	ABD00	ADVANCED DOCUMENT	5.91	78087	FD/MEASURE A PRINTER,COPIER
				43.31	INV78084	PD/COPIER USAGE 7/1/22-7/31/22
			Check Total.....:	49.22		
055842	09/01/22	AMA01	Amazon	732.16	08102022	LIB/BOOKS, LABELS, PROGRAM SUPPLIES
055843	09/01/22	AME00	AMERICAN FAMILY LIFE	736.24	523970	SUPPLEMENTAL INSURANCE
055844	09/01/22	AND06	EDGAR ANDRADE	100.00	SEP2022	MEASURE A UNIFORMS
055845	09/01/22	ATT05	A T & T	154.34	18622887	FD/MEASURE A-PHONES
055846	09/01/22	ATT06	A T & T	27.07	81222	PW/WH LIFT STATION 843
				24.93	08102022	PW/ HL LIFT STATION - 470
				27.07	08122022	PW/AIRPORT LIFTSTATION 906
				135.88	08202022	PW/WELL COMMUNICATIONS
				932.77	18643063	MULTI-DEPTS/PHONE
			Check Total.....:	1147.72		
055847	09/01/22	ATT07	A T & T	24.55	AUG-SEP22	AC/PHONE LINE & INTERNET
055848	09/01/22	ATT09	AT&T MOBILITY	848.26	JUL-AUG22	PD/CELL SEVICE (14)
055849	09/01/22	ATT10	AT&T MOBILITY (FIRST NET)	144.74	08022022	PW/CELL PHONE SERVICE (AUG)
				98.77	X08102022	FD/MEASURE A PHONES FOR CITY ENGINE
			Check Total.....:	243.51		
055850	09/01/22	BAL00	Knife River Construction	1086.65	278480,27	PW/STREETS-ASPHALT
055851	09/01/22	BLU00	Blue Frog Technologies	13856.81	4646	PW-SEWER/BLEEFROG GEAR MOTORS
055852	09/01/22	CAL14	Cal Signal Corp	2042.01	8896	PW/STREETS 6TH & SOUTH ST REPAIR
055853	09/01/22	CAR20	MELANIE CARRILLO-SANCHEZ	275.00	08302022	REC/LIFEGUARD CLASS REIMBURSMENT
055854	09/01/22	CES00	Kyle Cessna	100.00	SEP2022	MEASURE A UNIFORMS
055855	09/01/22	CHA07	MAKAYLA CHAMPAGNE	212.50	08292022	REC/POOL CERT. LIFE GUARD AUG20-27
055856	09/01/22	CHA08	JULIE CHAMPAGNE	68.00	08292022	REC/POOL CERTIFIED LIFE GUARD
055857	09/01/22	CIT01	City of Corning	8312.85	04062022	FD/MEASURE A-DISPATCH
055858	09/01/22	CIV00	CIVICPLUS LLC	400.00	237599	CLERK/ORDLINK SUBSCRIPTION
055859	09/01/22	CLO02	GRACIE CLOYD	275.00	08302022	REC/LIFEGUARD CLASS REIMBURSMENT
055860	09/01/22	COM02	Comcast	399.95	8222022	FD/INTERNET FOR FIREHOUSE
055861	09/01/22	COM09	Compost Solutions Inc	600.00	2575	PW/PARKS DIRT FOR PICKLEBALL
055862	09/01/22	COR04	CORBIN WILLITS SYSTEMS	990.00	5765	WATER/SEWER RE-PRINT BILLING SUPPORT
				508.34	C208151	MULTI-DEPT/MONTHLY SOFTWARE SUPPORT
			Check Total.....:	1498.34		
055863	09/01/22	CRW01	California Rural Water As	229.00	08102022	PW/ANNUAL WATER MEMBERSHIP RENEWAL
055864	09/01/22	CTC00	CTC TECHNOLOGY & ENERGY	3832.65	08232022	LIB/APRIL-JUNE 202 BROADBAND INTERNET
055865	09/01/22	EIS00	Employers Investigative S	3538.25	5050425	PD/IA INVESTIGATION OPD 21-0005
				831.17	5050514	PD/PUBLIC SAFETY CLERK CANDIDATE
			Check Total.....:	4369.42		
055866	09/01/22	FIR01	FIRE-DEX GW LLC	189.79	4-684	FD/MEASURE A-JACKET LETTERTING & TAILS
055867	09/01/22	FLE04	FLEMING, JOHN	2425.00	8/10-8/30	BD/INSPECTION SERVICES
055868	09/01/22	FLO03	JOSE FLORES	100.00	SEP2022	MEASURE A UNIFORMS

REPORT.: Sep 01 22 Thursday
 RUN....: Sep 01 22 Time: 17:56
 Run By.: Leticia Espinosa

CITY OF ORLAND
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PAGE: 002
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
055869	09/01/22	FUL00	KRISTOPHER FULLMORE	100.00	SEP2022	MEASURE A UNIFORMS
055870	09/01/22	GLE02	GLENN COUNTY SHERIFF	20.00	081722-LS	PD/LIVE SCAN ROLLING FEE
055871	09/01/22	GLE05	GLENN COUNTY/LAFCO	297.50	CCDMM	CC/STAFF (7)MEALS-BOARD OF SUPERVISORS
055872	09/01/22	GOL05	GOLDEN STATE EMERGENCY VE	120.22	C1033806	FD/MEASURE A- SWIVEL FOR ENGINE #28
055873	09/01/22	GRA02	GRAINGER, INC.	3418.54	08302022	PW/SHOP SUPPLIES & PARKS SUPPLIES
055874	09/01/22	GRA10	TIM GRAY	315.20 48.60	GRA0007 GRA0008	WATER REFUND WATER REFUND
			Check Total.....:	363.80		
055875	09/01/22	GUE04	DEYSY GUERRERO SIMPSON	214.49	08232022	CH/REIMBURSEMENT FOR OFFICE CHAIR
055876	09/01/22	HAL00	STEVEN HALSEY ELECTRIC	24739.14	103,102,1	PW/BATCHPLANT/PARKS/SEWER REPAIRS
055877	09/01/22	HOM00	HOME DEPOT CREDIT SERVICE	382.02	4020556	PW/SAFETY BARRIERS
055878	09/01/22	JCN00	J.C. NELSON SUPPLY	167.00	771062	PW-BM/CLEANING SUPPLIES
055879	09/01/22	JOH15	Johnson Controls Fire Pro	3937.41	574,575,5	PW/FIRE EXTINGUISHER SERVICES
055880	09/01/22	JON00	Jon Ikerd	1290.45	554	PW/BACKFLOW TESTING (AUTOZONE)
055881	09/01/22	KEL01	KELLER SUPPLY COMPANY	968.60	409	PW/MULTI-CHLOR (WELLS)
055882	09/01/22	KEV00	KEVIN TUPES FABRICATION	10547.67	MAY-AUG22	PW/WELL MAINTENANCE & AIR VALVES
055883	09/01/22	LIF00	Life Assist Inc.	72.19	1240280	FD/MEASURE A-MEDICAL SUPPLIES
055884	09/01/22	LIN00	LINCOLN AQUATICS	11571.09	947427	REC/POOL SUPPLIES
055885	09/01/22	LOW00	Katherine Lowery	100.00	SEP2022	MEASURE A UNIFORMS
055886	09/01/22	MAR17	MARTINDALE, RYAN	100.00	SEP2022	MEASURE A UNIFORMS
055887	09/01/22	MAR20	YOLANDA MARTINEZ	21.00	09012022	WATER REFUND
055888	09/01/22	MEZ00	JODY MEZA	250.00	08312022	LIB/AUGUST TRAVEL TO WILLOWS & BRANCHES
055889	09/01/22	MIL07	MILLS, DARYL	100.00	SEP2022	MEASURE A UNIFORMS
055890	09/01/22	MOB01	MobileDemand, LC	5553.38	SQ40126	PD/ARPA 06,CASE,CAR MOUNT,COVER KIT(11)
055891	09/01/22	MON10	MEAGAN MONDRAGON	926.04	07012022	MEDICAL GAP REIMBURSEMENT
055892	09/01/22	MTS00	Mt. Shasta Spring Water	42.90	401200	FD/KEURIG RENT
055893	09/01/22	NOR29	NORTH VALLEY INDUSTRIES I	343.18	3409	REC/SERVICE FOR SOFTBALL FIELD
055894	09/01/22	OAC00	Orland Area Chamber of Co	40.00	25588708	AC/MEMBERSHIP DUES 2022-2023
055895	09/01/22	ORL15	Orland Saw & Mower	60.32	46674	FD/MEASURE A- TWO GAS CANS
055896	09/01/22	OVI01	BRADEN OVITS	275.00	08302022	REC/LIFEGUARD CLASS REIMBURSEMENT
055897	09/01/22	PAC07	PACE ANALYTICAL SERVICES,	1891.83	020,403	PW/LAB SERVICES
055898	09/01/22	PEL00	PELAGIC ENGINEERING	107949.35	08192022	PED CROSSING PROJECT
055899	09/01/22	PEN02	Rebecca Pendergrass	400.00	08182022	EDC COMMISSION TRANSCRIPTION OF MINUTES(4MTGS)
055900	09/01/22	PEN06	PENNER'S AUTO SERVICE	481.68	1826	FD/MEASURE A-REPLACE MUFFLER ENGINE#35
055901	09/01/22	PGE00	PG&E	10.51 87.00 27250.76	08082022 08182022 08292022	REC/STANDBY POWER PW/TRAFFIC CONTROL MULTI-DEPTS/UTILITY USAGE
			Check Total.....:	27348.27		
055902	09/01/22	PIN01	EDGAR PINEDO	100.00	SEP2022	MEASURE A UNIFORMS
055903	09/01/22	QUI02	QUILL CORP.	111.65 574.63 248.57 157.40	85020 2715329 26894247 27187536	FD/MEASURE A-OFFICE SUPPLIES PD/MISC OFFICE SUPPLIES MULTI DEPTS-SUPPLIES MULTI DEPTS/SUPPLIES
			Check Total.....:	1092.25		
055904	09/01/22	ROD00	ANTHONY RODRIGUES	321.77	07252022	PW/WATER METER REPAIR SUPPLIES & BOOTS

REPORT.: Sep 01 22 Thursday
 RUN....: Sep 01 22 Time: 17:56
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
055905	09/01/22	ROE02	Thomas Roenspie	100.00	SEP2022	MEASURE A UNIFORMS
055906	09/01/22	ROU01	Bruce Roundy	92.81	AUG2022	CC/MILEAGE REIMBURSMENT
055907	09/01/22	SAC01	SACRAMENTO VALLEY MIRROR	405.90	925	PLANNING/LEGAL NOTICES(VARIANCE & CUP)
055908	09/01/22	SCH18	JENNIFER SCHMITKE	44.14	08302022	CLERK/MILEAGE REIMBURSEMENT
055909	09/01/22	SIM01	SIMPLOT	802.74	46799	PARKS/CHEMICALS
055910	09/01/22	STE08	DAWNA STEPHENSON	170.00	0001153	REC/POOL PARTY REFUND
055911	09/01/22	STO09	STONY CREEK UNIFIED SCHOO	200.00	08082022	LIB/ELK CREEK LIBRARY RENT FOR JULY & AUG.
055912	09/01/22	SUN05	Sun Life Financial	4506.70	AUG2022	GAP MEDICAL INSURANCE
055913	09/01/22	SUT02	SUTTON, BRANDON	100.00	SEP2022	MEASURE A UNIFORMS
055914	09/01/22	TES03	Ruby Testerman	217.00	08302022	REC/LIFEGUARD CLASS REIMBURSMENT
055915	09/01/22	TIA00	TIAA COMMERCIAL FINANCE,	93.42	9112740	MULTI/COPIER LEASE
				326.67	9118820	PD/COPIER LEASE
			Check Total.....:	420.09		
055916	09/01/22	TOL05	JEFFREY A. TOLLEY	30.00	08/30/22	CC/MILEAGE REIMBURSEMENT
055917	09/01/22	TRA02	TRANSAMERICA	577.50	AUG2022	SUPPLEMENTAL INSURANCE
055918	09/01/22	TRU00	TRUE BLUE PROPANE	125.00	08302022	PW/YEARLY PROPANE LEASE
055919	09/01/22	UNI01	UNITED RENTALS	10559.50	209754340	PW/EQUIPMENT
055920	09/01/22	VAL02	VALLEY ROCK PRODUCTS	1422.06	74355,741	PW/BASE ROCK, SAND & CONCRETE
055921	09/01/22	VAN00	VANTAGE POINT TRANSFER AG	1744.01	08112022	457 PLAN/304591
				1669.66	08252022	457 PLAN/304591
			Check Total.....:	3413.67		
055922	09/01/22	VER03	Verizon Wireless	304.08	913652867	PW/SCADA COMPUTER-IPADAS, PD/LAPTOP
				78.59	913652868	REC/COMMUNICATION JUL-AUG 2022
				164.04	913652869	FD/MEASURE A-RESPONSE SERVICE FOR CITY ENGINE
			Check Total.....:	546.71		
055923	09/01/22	VLA00	RAYMOND J. VLACH	100.00	SEP2022	MEASURE A UNIFORMS
055924	09/01/22	VLA03	Ethan Vlach	175.00	08302022	REC/LIFEGUARD CLASS REIMBURSMENT
055925	09/01/22	WEL02	Wells Fargo Vendor Fin Se	148.70	021409442	BD/PLAN COPIER LEASE
055926	09/01/22	WES04	WESTERN READY MIX	4363.89	56968	REC/PICKLEBALL COURTS
055927	09/01/22	WEX00	WEX BANK	219.44	230168REC	REC/FUEL
				2593.97	3230168FD	FD/FUEL
				7625.27	3230168PD	PD/FUEL
				4353.82	3230168PW	PW/FUEL
			Check Total.....:	14792.50		
055928	09/01/22	WRI02	Cynthia Wright	340.32	08192022	PW/STREET TREES
055929	09/01/22	\F001	MARVIN FORBES	106.20	000C20901	MQ CUSTOMER REFUND FOR FOR0009
055930	09/01/22	\V001	SHARON VISCAINO	198.92	000C20901	MQ CUSTOMER REFUND FOR VIS0006
			Cash Account Total.....:	298617.37		
			Total Disbursements.....:	298617.37		

REPORT.: 08/25/22
 RUN....: 08/25/22 Time: 15:59
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14445	08/25/22	08/24/22	BIA00	BIANCHINI, ANN	08-22	02-23	68.00
14446	08/25/22	08/24/22	CLO01	CLOYD, HANNAH	08-22	02-23	340.43
14447	08/25/22	08/24/22	KAR00	KARLE, CARSON	08-22	02-23	582.73
14448	08/25/22	08/24/22	ORO02	OROZCO, EVVEN	08-22	02-23	145.35
14449	08/25/22	08/24/22	TES00	TESTERMAN, RUBY	08-22	02-23	455.18
14450	08/25/22	08/24/22	VLA01	VLACH, ETHAN	08-22	02-23	175.95
Z05431	08/25/22	08/24/22	ALV01	ALVA, MICAELA	08-22	02-23	2027.61
Z05432	08/25/22	08/24/22	AND00	ANDRADE, EDGAR	08-22	02-23	2948.37
Z05433	08/25/22	08/24/22	BEL00	BELTER, ANNIE	08-22	02-23	221.85
Z05434	08/25/22	08/24/22	BOW00	BOWERS, LINDA	08-22	02-23	136.00
Z05435	08/25/22	08/24/22	CAR03	CARR, PETER R	08-22	02-23	6153.85
Z05436	08/25/22	08/24/22	CES00	CESSNA, KYLE A	08-22	02-23	4168.00
Z05437	08/25/22	08/24/22	CHA01	CHANEY, JUSTIN	08-22	02-23	4633.08
Z05438	08/25/22	08/24/22	CLO02	CLOYD, GRACIE	08-22	02-23	438.75
Z05439	08/25/22	08/24/22	CON00	CONTRERAS, ISAAC	08-22	02-23	38.25
Z05440	08/25/22	08/24/22	CRA00	CRANDALL, JEREMY	08-22	02-23	2444.41
Z05441	08/25/22	08/24/22	ESP00	ESPINOSA, LETICIA	08-22	02-23	2047.63
Z05442	08/25/22	08/24/22	FEN03	FENSKE, JOSEPH H	08-22	02-23	2988.19
Z05443	08/25/22	08/24/22	FLO00	FLORES, JOSE D	08-22	02-23	3228.87
Z05444	08/25/22	08/24/22	FUL00	FULLMORE, KRISTOPHER	08-22	02-23	3687.78
Z05445	08/25/22	08/24/22	GAM00	GAMBOA, YADIRA	08-22	02-23	278.25
Z05446	08/25/22	08/24/22	GUE01	GUERRERO, DEYSY D	08-22	02-23	2596.16
Z05447	08/25/22	08/24/22	GUE02	GUERRERO, JORGE	08-22	02-23	2234.12
Z05448	08/25/22	08/24/22	HAR00	ZOLLERHARRIS, TRAVIS	08-22	02-23	2019.62
Z05449	08/25/22	08/24/22	HEN00	HENDERSON, OLIVIA	08-22	02-23	667.25
Z05450	08/25/22	08/24/22	JOH01	JOHNSON, SEAN KARL	08-22	02-23	4525.67
Z05451	08/25/22	08/24/22	KOC01	KOCHEMS, EMMA	08-22	02-23	290.70
Z05452	08/25/22	08/24/22	LOP00	LOPEZ, EVELYN SOTO	08-22	02-23	62.00
Z05453	08/25/22	08/24/22	LOW00	LOWERY, KATHERINE	08-22	02-23	3831.62
Z05454	08/25/22	08/24/22	MAR02	MARTINDALE, RYAN EUGENE	08-22	02-23	3913.80
Z05455	08/25/22	08/24/22	MEJ00	APARICIO, LILIA MEJIA	08-22	02-23	2664.90
Z05456	08/25/22	08/24/22	MEZ00	MEZA, JODY L	08-22	02-23	3859.13
Z05457	08/25/22	08/24/22	MIL00	MILLS, DARYL A	08-22	02-23	3185.52
Z05458	08/25/22	08/24/22	MON03	MONDRAGON, MEAGAN N	08-22	02-23	52.73
Z05459	08/25/22	08/24/22	MOR02	MORECI, CHRISTOPHER DAVI	08-22	02-23	1742.60
Z05460	08/25/22	08/24/22	MYE00	MYERS, KEVIN	08-22	02-23	658.54
Z05461	08/25/22	08/24/22	OLI00	OLIVER, LINDA	08-22	02-23	229.50
Z05462	08/25/22	08/24/22	OVA00	OVARD, CONNOR	08-22	02-23	80.33
Z05463	08/25/22	08/24/22	PAI01	PAILLON, MICHAEL	08-22	02-23	2118.13
Z05464	08/25/22	08/24/22	PAN00	PANIAGUA, BLANCA A	08-22	02-23	698.82
Z05465	08/25/22	08/24/22	PEN01	PENDERGRASS, REBECCA A	08-22	02-23	3090.00
Z05466	08/25/22	08/24/22	PER00	PEREZ, MARGARITA T	08-22	02-23	2006.14
Z05467	08/25/22	08/24/22	PHI00	PHILLIPS, AMELIA	08-22	02-23	84.15
Z05468	08/25/22	08/24/22	PIN00	PINEDO, EDGAR ESTEBAN	08-22	02-23	3394.29
Z05469	08/25/22	08/24/22	POR00	PORRAS, ESTEL	08-22	02-23	1914.97
Z05470	08/25/22	08/24/22	PUN00	PUNZO, GUILLERMO	08-22	02-23	73.89
Z05471	08/25/22	08/24/22	PUR01	PURCHASE, HEATHER	08-22	02-23	1575.44
Z05472	08/25/22	08/24/22	RIC01	RICE, GERALD W	08-22	02-23	2118.14
Z05473	08/25/22	08/24/22	ROD00	RODRIGUES, ANTHONY	08-22	02-23	2704.23
Z05474	08/25/22	08/24/22	ROE00	ROENSPIE, THOMAS LUKE	08-22	02-23	4240.67
Z05475	08/25/22	08/24/22	ROM00	ROMERO, ARNULFO	08-22	02-23	2963.48
Z05476	08/25/22	08/24/22	SAN01	SANCHEZ, MELANIE CARRIL	08-22	02-23	431.25
Z05477	08/25/22	08/24/22	SCH03	SCHMITKE, JENNIFER	08-22	02-23	2400.72
Z05478	08/25/22	08/24/22	SHA02	SHANNON, KYLE ANTHONY	08-22	02-23	270.00
Z05479	08/25/22	08/24/22	STE01	STEWART, ROY E	08-22	02-23	2944.74
Z05480	08/25/22	08/24/22	SUA02	SUAREZ, BRYAN E	08-22	02-23	2097.70
Z05481	08/25/22	08/24/22	SUT00	SUTTON, BRANDON KIJANA	08-22	02-23	1675.84
Z05482	08/25/22	08/24/22	SWI00	SWINHART, ROBERT	08-22	02-23	1970.36
Z05483	08/25/22	08/24/22	VAL00	VALENZUELA, BRENDA	08-22	02-23	316.54
Z05484	08/25/22	08/24/22	VLA00	VLACH, RAYMOND JOSEPH	08-22	02-23	5061.08
Z05485	08/25/22	08/24/22	VLA02	VLACH, ZOE	08-22	02-23	386.33
Z05486	08/25/22	08/24/22	VON00	VONASEK, EDWARD J	08-22	02-23	4383.93

118743.56

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD AUGUST 16, 2022

CALL TO ORDER

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

Meeting opened with Pledge of Allegiance led by Mayor Hoffman.

ROLL CALL

Councilmembers present:	Councilmembers Bruce Roundy (left at 8:21 pm), 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 Chief Vlach; City Attorney Greg Einhorn

City Manager Pete Carr asked City Council to consider his request to add an emergency action item to the agenda regarding the possible suspension of the current tiered water rates.

Action: Councilmember Roundy moved, seconded by Councilmember Dobbs to add the emergency action item to the agenda. The motion carried by a roll call vote 5-0.

AYES: Councilmembers Roundy, Irvin, Dobbs, Vice Mayor Tolley and Mayor Hoffman

NOES: None

ABSENT: None

ABSTAIN: None

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS

None

CONSENT CALENDAR

- A. Warrant List (payable obligations)
- B. Approve City Council Minutes for August 2, 2022
- C. Receive and file Arts Commission Minutes from July 13, 2022
- D. Match for Economic Development Study Grant
- E. AB361 Compliance

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

PRESENTATION: California Senior Legislature – John Pereira, Senior Senator Elect

Mr. Pereira, Senior Senator Elect gave a PowerPoint presentation about the California Senior Legislature. Mr. Pereira gave a brief background and history on the organization sharing that the Senior Legislature has sponsored over 200 new laws helping seniors with financial abuse, health care, transportation, and housing. Mr. Pereira shared a few of the current 2022 Legislature priorities.

Mayor Hoffman thanked Mr. Pereira for his information about the California Senior Legislature.

ADMINISTRATIVE BUSINESS

A. Employment Agreement for the UPEC General Unit, Salary Schedule

City Manager Pete Carr presented the General Unit agreement that provides for salary increases of 6%, 4% and 4 % over the next three years, the increasing of the boot allowance from \$150/yr to \$220/yr, and up to \$300 in special circumstances with a medical prescription. Mr. Carr shared that part of the action is also approving the updated salary schedule.

Action: Vice Mayor Tolley moved, seconded by Councilmember Dobbs, to approve the proposed agreement by resolution, and salary schedule, as presented; authorizing the Mayor and City Manager to execute the resolution and bargaining unit agreement. The motion carried by a roll call vote 5-0.

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

B. Verbal Update on Drought Conditions and Water Supply Project

City Manager Pete Carr provided an update on reported dry wells, stating an additional 29 wells have been reported since the last Council meeting. Currently the total of wells being affected this year is 114.

Mr. Carr shared the Dry Well – Hot spot map from the County’s website, showing a new feature that allows users to view the increase in dry wells from June 2022 versus dry wells in August 2022.

Mr. Carr reminded Council that the Department of Water Resources (DWR) will be connecting 168 county residents that were identified last year with dry or at-risk wells to Orland’s City water system and stated currently there is no project to address newly dry or distressed wells this year. Mr. Carr shared there is still short-term assistance through the County and the North Valley Community Foundation (NVCF).

Mr. Carr stated that the water project is progressing at a good pace, the DWR engineers, City engineers and planning team are working daily on permitting, planning and design work to prepare for future bidding on upcoming fall projects such as construction of a new well, construction of a storage tank and construction of water lines that will go out into the County. The Orland Public Works Department has about 30 properties they are preparing to connect, just waiting on parts to arrive before installations begin on Hwy 32 near Linwood subdivision.

Mr. Carr stated the City municipal wells continue to be producing good water, are reasonably stable and continue to be monitored weekly.

Councilmember Irvin asked if a resident signed up for the DWR water project but decided to drill a new well due to the length of time it was going to take to get connect, can the resident still have the connection to the meter paid for by the state in case their well goes dry again, but not hook their home up to water until they need it. Once the resident needs the water then they can pay the fee to connect the meter to their home at their own expense? Will the resident have to pay the bi-monthly water fee if the pipe is in front of their home or would they not get charged until they were connected to the water pipe through the meter into the house using City water? Mr. Carr stated that this scenario is not listed in the agreement with DWR and that he would bring up the question with the DWR partners.

Councilmember Roundy briefly spoke about groundwater monitoring wells and explained groundwater replenishment/recharge.

Councilmembers discussed concerns and questions they have about adding new wells and connections.

C. Emergency Action Item – Tiered Water Rates

Mr. Carr reminded Council that the intention with the tiered water rates of stage 2 was to increase conservation and meant to incentivize the community to conserve more water. Stage 2 has two parts, first the restrictions to watering yards (times and days of the week depending on whether a person lives north or south of Hwy 32) and the tiered rates for going over the 15,000-gallon allotment.

The results of stage 2 tiered rates have shown to not match the intention, there has been some conservation, but some residents' water bills are very high due to the tiered rates.

Mr. Carr shared that there are other ways beside tiered rates to incentivize and encourage conservation. Mr. Carr reminded Council that in 2015, the basic allotment was reduced to 12,000 and that helped encourage people to conserve.

Mr. Carr proposed to keep the City at stage 2 (keep watering restrictions the same) but would ask that the Council suspend the part of stage 2 that includes tiered water rates. Mr. Carr shared that if this option is chosen City Hall staff can reissue the current water bills with the standard rate of \$1.70 for every 1,000 gallons over the allotted 15,000 gallons and would also allow a due date extension to September 9th. Mr. Carr shared that for the residents that have already paid their bills they will have a credit on their account.

Mr. Carr reminded Council that the State is coming out with a new model for the water shortage and contingency plan within the next 8 weeks. The State's contingency plan will have recommendations to help guide Council on water conservation.

Councilmember Dobbs stated that he would like to see different ideas or options on water conservation for businesses.

Councilmembers discussed questions, concerns, and suggestions they have with the contingency plan and Councilmembers unanimously decided to go back to the original overage rate until they can come back to the issue in the fall.

Mr. Carr stated that the City received a written 4-page letter from an Orland water customer that had been distributed to all Councilmembers which will be entered into the record and part of the minutes of the meeting as a comment on this topic.

Action: Councilmember Irvin moved, seconded by Councilmember Dobbs, to stay in stage 2 with the current 15,000-gallon allotment bi-monthly, cancelling all tiered charges for overages and crediting all customers for over charging due to current tiered rates. The motion carried by a roll call vote 5-0.

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

D. Community Gift Cards

Mr. Carr introduced HdL, a company that consults for the City of Orland as well as other cities and counties about their sales tax. Mr. Carr presented to Council an innovative way to leverage existing funding from the American Rescue Plan Act (ARPA) to stimulate local shopping and to support locally owned businesses.

Barry Foster, HdL Principal/Managing Director, gave a brief background and history on HdL and explained how they could help in facilitating an opportunity for the City to leverage available funds from ARPA to provide a boost to small local businesses in Orland thru a Community Gift Card program. Mr. Foster explained how 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. Mr. Foster stated that HdL will help the City structure accounts and cards to be unique to Orland while staying within a stated budget. Mr. Foster gave examples and outcomes from other cities who are currently participating in the program.

Mayor Hoffman opened the discussion to the public.

Jody Samons, ED3 Development representative, stated this program would be a great economic development opportunity for the City of Orland not only benefiting residents but also the small local businesses.

John McDermott, Orland resident, asked if the businesses that participated would be subsidized? Mr. Foster stated the businesses would not have to pay for anything but would not be subsidized. Mr. McDermott asked that if there is extra money from ARPA he would like the City Council consider giving back to the Orland Volunteer Fire Department (OVFD). Mr. McDermott stated that the program sounds like a great idea. Mr. Foster shared that the City could choose to give the bonus gift cards to the OVFD as a unique way to give back to the community.

Councilmembers discussed and asked many questions about the gift card program. Vice Mayor Tolley expressed concern that consultants would be getting a commission for these services.

Action: Councilmember Dobbs moved, seconded by Councilmember Irvin, to move forward and bring back more information and a contract for Council to review if there is interest by merchants. The motion carried by a roll call vote 4-0-1, Councilmember Roundy absent.

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

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Dobbs:

- Nothing to report.

Councilmember Irvin:

- Attended the Chamber of Commerce Buzz meeting on August 11, 2022

Vice Mayor Tolley:

- Will be attending the next skate park committee meeting August 24, 2022 at Carnegie Center from 6-7 PM.

Mayor Hoffman:

- Shared his support for the Chamber's Morning Buzz

CITIZEN COMMENTS ON CLOSED SESSION ITEMS – None

ADJOURN TO CLOSED SESSION AT 8:42 P.M.

CLOSED SESSION OPENED 8:48 P.M.

RECONVENE TO REGULAR SESSION AT 9:05 P.M.

REPORT FROM CLOSED SESSION – Direction was given to staff.

MEETING ADJOURNED AT 9:05 P.M.

Jennifer Schmitke, City Clerk

Dennis G. Hoffman, Mayor

8/12/2022.

Attention: Orland Board and City Council Members,

My name is Julianna Abdallah.

My husband, three small children and I moved to Orland and purchased our home here in 2018.

You may have never heard my name or my families names because I have never called into the county or filed complaints or requests as we are normally a quiet, peaceful, independent family who work very hard and we do not look for handouts but unfortunately I come before you today via this emailed letter as my husband and I were unfortunately very rudely turned away by many of the people that work for this county when we asked for help and answers after opening our city water bill. We thought would be met with a kind heart from the the employees but instead received the opposite.

We received a \$630.92 bill and when we called in due to complete disbelief of why we are receiving such a high bill as a one income only family at this time and we were met with no genuine care by many people all while mentioning that we live in a "small community" as another reason to explain away lack of resources or need for cares for our problem. My husband was upset when he called as he has never called in with a complaint to any county establishment in his life and was treated as if he was a criminal who wanted to steal water from his county for being truly distraught and searching for help.

I have worked in numerous different customer service environments for over a decade and it brought tears to my eyes to see that a "small community" would treat its people so hard heartedly and that there would also be no desire to try in ANY way to help a member of the community that has no history of ever trying to take advantage of them or ever even ask for help. What are we telling people about this town or county?

That we don't care about our people.

A great majority of the people in our county honestly make no where near the amount of money to comfortably pay the kind of bill that we received and we were in complete shock when we were arrogantly told by your employees that many people in Orland have received higher bills than us, suggesting that we should now just be okay with it and pay a bill that more closely resembles some peoples mortgage payment than any other monthly/bimonthly household bill we have ever seen in our lives.

I truly hope that this board can take a step into a majority of your community members shoes and realize that although thankfully each of your board/city council members may be fortunate enough to possibly receive a \$600 or higher bill like others and not think twice about it, most of your community members may struggle with this and something that may seem as simple as a small \$600 bill to your council could tremendously affect someone's life.

I believe it is also extremely unrealistic to assume that everyone would automatically know about the changes that WE didn't know were happening with the tier rate going up until we received a bill for over \$600.00.

We were told by city employees that WE should have known, and this is the reasons WE did not know..

My husband and I do not use social media to communicate and we were told we should have been checking the City of Orland Facebook regularly then we would have known but I do not use that or any other social media so I never knew.

My husband and I also do not watch or have cable in our home and we were told we should have watched the news for the county to see updates happening in Orland but that is something we never would have been able to experience since we do not have cable services.

We were initially told by the first person we called at Public Works with our concerns about the bill that we were notified on the statement before our most recent one and something was printed on the back of that statement about the changes and we advised them we seen nothing on the back while on the call and looking at the previous statement. No one cared.

We were then told by your Assistant City Manager - Rebecca when asking again that she thinks it was instead probably a separate page in the statement but we have nothing like that either, we advised her of the absence of both notices and also advised the only notification of tier changes we NOW SEEN was on our current bill of over \$600 that we were calling about. She had no concerns and told us to tell you.

So when we asked how we could have known we were told two completely different things about by mail notification by an employee and Assistant City Manager at your Public works department.

I feel like we should be able to trust either of them for accurate information as they are working in a department that specifically deals with Water bills but accurate answers was not what we received and again when looking for help we got no real answers. And again, no one cared that their answers weren't accurate and that we did not receive notification. They just wanted us to go away. And actually told us " ..anyone could say they didn't get notified."

Unfortunately we continued to make calls and even spoke to Orland City Major who was the only person who even attempted to show any compassion in trying to figure out ways that our water bill could have been so high when we made no changes to our water usage and had a extremely drastic jump in our water units that we were told we used on our most recent statement. He advised that we must have a leak because that would be the only way to explain it since it jumped so much. We have diligently searched our home and found no leaks at this time. But we did advise the mayor that upon receipt of the shocking bill we immediately shut the water to almost all of our outdoor watering systems and even stopped water usage to one of our bathrooms temporarily as a way to try and decrease our future bills in any way possible NOW THAT WE ACTUALLY KNOW ABOUT THE CHANGES.

I was told that the mayor is one of the members on the board or city council who will read this letter I am placing before you today and so I would like to personally thank you Mayor Hoffman for a genuine attempt to try and help my family instead of treating us like criminals and brushing us off as everyone else did without a second thought.

To conclude this long letter we are AGAIN asking that someone on the board or city council hear our plea for your understanding that we did not know about these changes to city water rates or else we would never have continued with the same water usage as normal, and please also see that we have a genuine confusion and believe it seems impossible for our water bill to have coincidentally spiked to what seems to be one of our highest unit usages right when rates just so happen to increase into Tier 2

but our rates on this most recent bill were not even close to that of the bills prior. Please take this into consideration as well.

We are not asking for our bill to be put to \$0.00, but just asking if there could be any kind of decrease in our bill ONE TIME such as..

- Charging us at normal tier rates this one time for our Bill due August 26, 2022 as a ONE TIME courtesy.

Or

- Removing 65% of our Tier 4 rate charges, which would result in a credit or reduction of our bill in the amount of \$300.30. Again this would be a ONE TIME courtesy that we are requesting.

Again, we are not asking for a permanent rate change to our bill. But just a one time courtesy to a member of your community asking for your help and understanding.

I am also requesting that someone contact myself or my husband with an answer to my letter as I was already told by your Assistant City Manager previously when trying to initially request to speak with her that she called me and tried to leave a message when I requested a call from her but I never received a call to my phone or a voicemail and I did not have a full voicemail box then or at any time before or after my request for a call from her so when I never received a call from her as promised we had to call the office back again ourselves just to get a hold of her.

I would greatly appreciate it if someone would actually be truthful and truly try to contact me as I am again requesting.

My contact number is (707) 477-2527.

My husband Isaac's contact number is (707) 478-6149.

I am also requesting a response in writing via email and if only a call is placed I will again request a response in writing to have for my records.

My email is — juliannav321@yahoo.com

I would like verification by phone AND email to acknowledge my letter was received and reviewed during the city council meeting as I was promised it would be if I emailed it to this address.

My Orland Municipal Water bill statement is \$630.92 total for the August 26, 2022 due date.

My Account Number is ABD0001

If I do not receive help or a response after sending of this letter and we continue to be ignored I will have no choice but to continue to seek help from whomever possible to bring light to the improper handling and lack of service, empathy, and assistance from the City of Orland employees and will reach out to community members, news outlets, and who ever else in the community I can as they have the right to know what's happening in the City of Orland to our hardworking community members.

I sincerely hope changes can be made to show there is truly a care for our "small community" so that it can continue to grow and thrive, and not instead be oppressed by the ones that should hold us up.

Thank you.

Julianna Abdallah

**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 September 6, 2022 and shall remain in effect for thirty (30) days thereafter (until October 5th, 2022), provided the conditions set forth in Section 2 remain.

PASSED AND ADOPTED by the Orland City Council this sixth day of September, 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 sixth day of September 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

PLANNING COMMISSION MINUTES
February 17, 2022

1. Call to Order – The meeting was called to order by Vice Chairperson Nordbye at 5:31 PM

2. Pledge of Allegiance – Commissioner Doris Vickers

3. Roll Call:

Commissioner's present –	Stephen Nordbye, Doris Vickers, Michelle Romano and Sharon Lazorko
Commissioners absent -	Wade Elliott
Councilmember present -	Dennis Hoffman
Also present -	Scott Friend, City Planner; Jennifer Schmitke, Planning Commission Secretary/City Clerk; Rebecca Pendergrass, Assistant City Manager/Director of Administrative Services; Paul Rabo, City Engineer

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments – None

5. APPROVAL OF THE MINUTES FROM PRIOR MINUTES

Vice Chairperson Nordbye stated there are no meeting notes currently available for approval.

6. ITEMS FOR DISCUSSION OR ACTION

A. Compliance with AB361

City Planner Scott Friend presented to the Planning Commission that AB361 was signed into law in 2021, AB361 amends Government Code section 54953 to provide authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown act. Mr. Friend shared that the Resolution presented tonight will be renewed every 30 days until the state of emergency is over.

ACTION: Upon motion made by Commissioner Vickers and seconded by Commissioner Romano, the Planning Commission approved adopting AB361 the motion carried 4-0 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye

NOES: None

ABSTAIN: None

7. PUBLIC HEARING

A. Public Hearing: Zoning Code Text Amendment (Electric Vehicle Charging)

Zoning Ordinance Text Amendment: ZCA 2022-03 – Electric Vehicle Charging. The proposed action is the adoption of standards within the Zoning Code of the City of Orland to allow the creation of an expedited, streamlined permitting process that complies with AB 1236 and Government Code section 65850.7 to achieve timely and cost-effective installation of electric vehicle (EV) charging stations. The proposed code amendment would provide design standards for EV charging stations in the R-1 zone and allow EV charging stations as administratively permitted uses in the R-2, R-3, C-1, C-2, DT-MU, C-H, M-L, M-H, and P-F zoning districts.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented to the commission that the State of California passed Assembly Bill 970 in October 2021 and it went into effect January 2022. Assembly Bill 970 states all public agencies within California need to have ordinances addressing electric charging facilities. Mr. Friend stated that staff is recommending that the Orland Municipal Code (OMC) be revised to include electric vehicle (EV) charging stations, allowing for review of location, number, and design of EV charging stations prior to the submittal for building permits.

Commissioner Romano asked if even when installing a new carport, you would be required to install a 240-volt electrical outlet. Mr. Friend stated in all R1, R2 and R3 zones it will be a requirement.

Vice Chairperson Nordbye asked how the requirements fall in line with the state's requirements. Mr. Friend stated that Orland is 100% in line with AB970 to adopt EV charging with one major exception which is requiring the installation of the outlet in a garage.

Public Comment opened at 5:46 PM.

Dennis G. Hoffman, 932 Trinity St., Directed a question to Mr. Friend about generators, asking if he could use his solar panels as a generator since they produce energy. Mr. Friend stated that it was his understanding that it was possible but that he couldn't comment on individual situations.

Public Comment closed at 5:47 PM.

ACTION: Commissioner Vickers moved and seconded by Commissioner Romano, that the Planning Commission adopt Resolution # 2022-02 recommending to the City Council to approve the Municipal Code Amendment as presented and approve the Categorical Exemption. Motion carried 4-0 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye
NOES: None
ABSTAIN: None

B. Public Hearing: Zoning Code Text Amendment (Small Home Overlay) – required by our SB2 grant.

Zoning Ordinance Text Amendment: ZCA 2022-04 – Small Home Overlay District. The proposed action is the adoption of standards within the Zoning Ordinance of the City of Orland to allow the creation of a new overlay zoning district to establish standards, design guidelines, a

plan review and approval process to permit the development of multiple small or "minimal size" dwelling units in multi-family residentially zoned areas. The proposed R-SHO district would allow small homes that shall be used for independent living quarters, designed as a permanent, year-round residence and be of 400 square feet in maximum size. The proposed amendment to Title 17-Zoning of the OMC would amend Title 17 Zoning add §17.30 *Residential – Small Home Overlay Zone (R-SHO)*.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented both an approval resolution and denial resolution as back in December 2021 the planning commission did not support the small home overlay topic. Mr. Friend shared that the SB2 grant that the City was approved for needs a conclusion with planning commissions recommendations to be sent to City Council so that the SB2 grant can be closed out.

Commissioner Romano asked the difference in an overlay zoning district and a normal zoning district. Mr. Friend stated the overlay district is laid over another base zone such as R2 or R3. Commissioner Romano stated she understood that the proposed district would establish a minimum areas size of 1 acre for use of the overlay district and asked if there was a proposed maximum acreage. Mr. Friend shared they only set a base level size for the projects to be workable and didn't want to set an upper limit that may potentially limit a future unknown project.

Commissioner Lazorko asked if the City could still do a small home project without the overlay district. Mr. Friend stated that a small home project could be done without the small home overlay district.

Vice Chairperson Nordbye clarified that if the Commission votes against this that the City will have more control over where these districts are laid out. Mr. Friend verified that City would continue to have control over where the specific districts are allowed.

Public Comment opened at 5:58 PM.

Marjorie Palmer, 716 Shasta St., asked if the small homes can be put into people's backyards. Mr. Friend stated that yes if the site is zoned multi-family or was an Accessory Dwelling Unit (ADU). Mrs. Palmer also asked if the small homes would have to have their own electricity and water. Mr. Friend stated that he understood that small homes would not need to have their own water meter or electric meter. Mr. Friend clarified that the requirements for electric service are set by PGE and not the City of Orland.

Public Comment closed at 6:00 PM.

ACTION: Commissioner Lazorko moved that the Planning Commission adopt Planning Commission Resolution #2022-02 recommending for denial to the City Council, the Municipal Code Amendment as presented in the staff report and denial of the Categorical Exemption as presented in the staff report, and Commissioner Vickers seconded the motion, the motion carried 4-0 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye
NOES: None
ABSTAIN: None

C. Public Hearing: Zoning Code Text Amendment (Accessory Dwelling Units) – required by State Statute changes

Zoning Ordinance Text Amendment: ZCA 2022-02 – Accessory Dwelling Units / Junior Accessory Dwelling Units. The proposed action is the adoption of standards within the Zoning Ordinance of the City of Orland addressing new, State-mandated accessory dwelling unit (ADU) and junior accessory dwelling unit (JADU) requirements. The proposed amendment to Title 17-*Zoning* of the OMC would amend Title 17 Zoning §17.76.130 *Accessory Dwelling Units and Junior Accessory Dwelling Units* to comply with Government Code Sections 65852.2 and 65852.22. Amendments to OMC Section §17.76.130 would also add photovoltaic requirements for ADUs as required by the 2019 California Energy Code.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented a request to amend the zoning code for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) to be consistent with the states regulations and to comply with SB13, AB68 and AB881 as well as the solar photovoltaic requirements established in the Energy Code. Mr. Friend stated that the law was updated on how solar systems on ADU are categorized. Previously you could not have solar panels on an ADU to power a primary home and now you could. Mr. Friend clarified that for parking requirements on JADU, there is no replacement parking required if you convert your garage. Mr. Friend explained the City cannot require replacement parking.

Commissioner Romano questioned if solar panels are required on the ADU units. Mr. Friend informed the Commission that a builder had to meet energy code requirements for any home, and that he's been informed that it was easiest to meet the code by using solar panels.

Vice Chairperson Nordbye questioned what the parking requirements are for brand new R1 single family home. Mr. Friend reported two parking spaces off the street. Vice Chairperson Nordbye challenged that statement by saying someone could build a brand-new house, be required to provide two parking spaces, and a month later turn the two parking spaces into a JADU and not have to provide parking. Mr. Friend confirmed. Vice Chairperson Nordbye clarified his statement by adding the opportunity for more people, more cars, more drivers, and you are taking away the requirements to park those cars. Mr. Friend again confirmed the statement.

Public Comment opened at 6:12 PM.

Public Comment closed at 6:12 PM with no comments.

ACTION: Commissioner Romano moved and seconded by Commissioner Vickers that the Planning Commission adopt Planning Commission Resolution #2022-03 recommending for approval to the City Council the Municipal Code Amendment as presented and approval of the Categorical Exemption. Motion carried 4-0 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye

NOES: None

ABSTAIN: None

D. Public Hearing: Zoning Code Text Amendment (Tiny Home Overlay Zoning District.)

Zoning Ordinance Text Amendment: ZCA 2022-01 – Objective Design Standards: The proposed action is the adoption of Objective Design Standards into the Orland Municipal Code. The Objective Design Standards serve as minimum requirements for qualifying multi-family residential development. The standards will be mandatory for any qualifying residential project for which a streamlined approval process is requested by an applicant. Qualifying residential projects are those that comply with Government Code Section 65913.4(a) which requires certain provisions for affordable housing. These Objective Design Standards apply within the following zoning districts within the city: R-1, R-2, R-3, C-1, C-2, and DT-MU.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented an amendment to the City's zoning ordinance, to reconcile Orland's Code with legislation that was passed at the State level. Mr. Friend pointed out that SB35 was adopted a few years back and what it does is require cities to have a streamlined or ministerial approach to approving certain types of multi family projects. Mr. Friend explained that if a qualifying project, met state statute objectives for SB35 it cannot be subject to a discretionary hearing.

Mr. Friend stated that at the State level multi-family projects were getting denied in Cities and housing wasn't getting constructed in California. With SB35, the legislature took away the ability of local government agency's discretion for certain types of multi-family projects. Mr. Friend explained that the State was allowing City's that have Objective Development Standards in place, involving no discretion, a city could apply standards to qualifying multi-family project. Mr. Friend stated that currently the City does not have Objective Development Standards so currently if a qualifying SB35 project came into the city, nothing could be applied to the project.

Mr. Friend stated that the City applied for money through the SB2 grant to help create Objective Design Development Standards so that the City would have something to apply to future projects.

Commissioners went over certain standards they had concerns about, and Mr. Friend gave explanations for each concern and the Commission was satisfied with the answers.

Public Comment opened at 6:21 PM.

Public Comment closed at 6:22 PM with no comments.

City Engineer Paul Rabo asked if the standards could be challenged by developers. Mr. Friend stated that developers can object to anything.

ACTION: Commissioner Vickers moved and seconded by Commissioner Lazorko that the Planning Commission adopt Planning Commission Resolution #2022-05 recommending for approval to the City Council the Municipal Code Amendment as presented and approval of the Categorical Exemption. Motion carried 4-0 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye

NOES: None

ABSTAIN: None

E. Public Hearing – Variance. DR Horton. Setbacks reduction on six (6) existing lots for homes in the Orland Park Phase I project.

Variance: V#2022-06 – DR Horton. The proposed action is a request by D.R. Horton (applicant) for approval of a Variance pursuant to Orland Municipal Code Section 17.20.070 to modify the existing rear-yard setback for six (6) lots in Phase I of the Orland Park project. The proposed rear-yard setback variances would occur on the following parcels:

Address	APN	Lot
700 Jackson Street	045-370-003	173
701 Moraga Street	046-370-002	172
703 Moraga Street	046-370-011	171
802 Ellis Street	046-370-061	151
804 Ellis Street	046-370-060	152
769 Oakwood Drive	046-370-059	153

The project site is designated as Low Density Residential (LDR) on the Orland General Plan land use diagram and zoned R-1, Residential One-Family Pursuant to Orland Municipal Code (OMC) Chapter 17.20. A final subdivision map to create the subject lots was approved by the city via a prior action.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented Variance 2022-01; a request by D.R. Horton for a Variance from setback standards for six lots within the Phase I of the Orland Park Estates. Mr. Friend stated that there are concerns on six corner lots, the standards need to be varied because the three different designs of home do not all fit. The Variance is asking for all the homes to fit on all the lots.

Commissioner Romano asked if the lots were approved. Mr. Friend stated that the lots were approved years ago and that the projects final map was also approved years ago.

Public Comment opened at 6:30 PM.

Mayor Dennis Hoffman, 932 Trinity St., stated he was asking on behalf of a real estate agent, the lots on the knuckles, normally have six-foot setbacks from back line, if asking for a Variance is to shorten that what will the distance be in the rear. Mayor Hoffman also asked will this create an issue in the future for the homeowner to get a burndown letter. Mr. Friend explained that the standard rear setbacks in R1 zone is 20 feet. Mr. Friend gave an example of lot 173 the setback would go from 20 feet to 9 feet, 9 inches; lot 172 from 20 feet to 13.5 feet; lot 171 from 20 feet to 14 feet 2 inches; lot 151 from 20 feet to 5 feet 5 inches, lot 152 from 20 to 9 feet 8 inches and lot 153 from 20 feet to 14 feet 5 inches. Mr. Friend clarified that the distance usually reflects the corner. As per the burn letter Mr. Friend stated that the City Municipal Code states that if the building is involuntarily destroyed and it is at a level of less than 75% you can build back without a burn letter, if the burn is greater than 75% you would need direct council action.

The Commissioners were in agreeance that lot 151 was the lot they had the most issue with.

Bonnie Chiu, representative of DR Horton, explained that Lot 151 does encroach into the required 20-foot setback, leaving 5.5 feet, which is a rare setback but not inconsistent with the width of the side yard. Ms. Chiu explained that corner lots are the biggest lots in the project and that while there is some encroachment to the 20-foot rear setback, the side yards on the corner lots are much bigger than those typical for rectangular lots and are much larger than a typical side yard setback on a “standard” or rectangular lot.

Public Comment closed at 6:40 PM.

Commission Vickers asked if the house on lot 151 could be limited. Mr. Friend stated that the Commission could say no on lot 151 all together or they could choose appropriate setback amounts.

Vice Chairperson Nordbye expressed that he felt that the developers is taking the risk to have the setback smaller.

Commissioner Lazorko asked if the Variance was not allowed on 151 would it accommodate the two other smaller corner units.

Ms. Chiu clarified that if the Variance is denied on lot 151 then none of the house plans that have been submitted would fit and new house plans would need to be created and re-submitted to the City Planner.

Mr. Friend explained to the Commission that they could change front yard setback also to offer more setback in the rear yard.

ACTION: Commissioner Vickers moved, and seconded by Commissioner Romano, that the Planning Commission determine that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section 15305 and approve the requested Variance (V#2022-01) with up to a 10 foot encroachment forward in the front leaving minimum on 10 feet in the rear yard, the motion failed 2-2 by the following roll call vote.

AYES: Commissioners Vickers and Romano

NOES: Commissioner Lazorko and Vice Chairperson Nordbye

ABSTAIN: None

ACTION: Commissioner Lazorko moved, and seconded by Vice Chairperson Nordbye, that the Planning Commission determine that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations in Land Use Limitations, make the required findings for the action, and approve the requested Variance (V#2022-01). Motion failed 2-2 by the following roll call vote.

AYES: Commissioner Lazorko and Vice Chairperson Nordbye

NOES: Commissioners Vickers and Romano

ABSTAIN: None

Discussion was held with staff and Commission trying to figure out the amount of space that would work best to for the developer as well as future homeowners.

ACTION: Commissioner Romano moved, and seconded by Commissioner Lazorko that the Planning Commission determine that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations in Land Use Limitations, and make the required findings for the action, and approve the requested Variance (V#2022-01) as requested with the exception that the rear setback be changed to 10 feet and the front setback be adjusted to 15 feet on lot 151. Motion carried 4-0 by the following roll call vote.

AYES: Commissioners Vickers, Lazorko, Romano and Vice Chairperson Nordbye

NOES: None

ABSTAIN: None

F. Public Hearing – Conditional Use Permit. Habitat for Humanity – Yuba/Sutter. Issuance of a Residential dwelling’s units on the ground-floor building level, and establishment of a residential land use in a Commercial zoning district.

Habitat for Humanity – Yuba/Sutter: Conditional Use Permit 2022-01; 2) Site Plan Review 2021-04; 3) Lot Line Adjustment 2021-04 – The proposed action involves the consideration of the issuance of Conditional Use Permit to permit the establishment of residential dwelling units on the ground-floor level, and the establishment of a residential and use in a Commercial zoning district pursuant to Orland Municipal Code Section 17.40.040.16 and 17.40.040.D and Orland Municipal Code Section 17.44.030.B on an existing +/- 0.5-acre site addressed as 827 Newville Road and located in the C-H and C-2 zoning districts.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented a request from Yuba Sutter Habitat for Humanity for a Conditional Use Permit (CUP) to allow development of a residential use in a commercial zoning district. Mr. Friend explained that the Orland Municipal Code allows the Planning Commission to issue a use permit for a use residential that is specifically allowed by the code commercial. Mr. Friend also stated that the City Code requires that if you allow residential in a commercial zone that you reserve the ground floor for commercial use. The CUP has two parts; the first part is to all residential and the second part is to allow the ground floor for residential also.

Mr. Friend reminded the Commission that the property is an existing parcel that is currently occupied as the Orlanda Hotel. The proposed project is a two story, 33-unit affordable residential community. This is not a shelter this is permanent long term supportive housing with an onsite manager, which also include services through Glenn County.

Mr. Friend stated a correction to the staff report, that this CUP does not go to Council and that the motion made this evening unless failed is the final decision.

Mr. Friend added that he received a letter from Cal Trans that he would like entered into the record, that basically is their review comments and stated an encroachment permit would be required.

Commissioner Romano asked as far as zoning how is the zoning for this project different from a hotel. Mr. Friend explained that a hotel is transitory, and this project is permanent housing.

Commissioners showed concern about additional traffic on Newville and Walker Streets, Mr. Friend and Mr. Rabo discussed their research on the traffic concerns.

Public Comment opened at 7:19 PM.

Joseph Hale, 202 D Street, Marysville, (Habitat for Humanity) stated that the target population for this project are elderly and disabled persons who would be primary residents with many of them not operating vehicles and he felt the traffic would be very limited as a result.

Public Comment closed at 7:23 PM.

ACTION: Commissioner Lazorko moved, seconded by Commissioner Romano, that the Commission approve Planning Commission Resolution PC 2022-04 making the determination that the project is exempt from further CEQA review pursuant to Section 15332 infill development projects of the Public Resources Code and approving Conditional Use Permit application# 2022-01 subject to the conditions of approval provided as attachment C and findings shown on attachment D on the report package. Motion carried 4-0 by the following roll call vote.

AYES: Commissioners Vickers, Lazorko, Romano and Vice Chairperson Nordbye

NOES: None

ABSENT: Chairperson Elliott

ABSTAIN: None

G. Public Hearing – Conditional Use Permit. Maverik Fueling Station. 4463, 4473, and 4483 Commerce Lane (APNs 045-170-040, 041, and 042).

Maverik Fueling Station: 1) Conditional Use Permit 2021-01; 2) Site Plan Review 2021-04; 3) Lot Line Adjustment 2021-04 – The proposed action involves the consideration of and land use entitlement action (Lot Line Adjustment) and permit action (Conditional Use Permit) to permit the construction of a convenience store, quick stop restaurant and fueling station with 14 automobile fueling stations and 6 commercial truck fueling stations on a 5.56-acre site comprised of three parcels - 4463, 4473, and 4483 Commerce Lane (APNs 045-170-040, 041, and 042). Approval of a lot merger is also being requested to merge the three subject parcels into one site. The parcels are currently vacant and designated C, Commercial on the Orland General Plan land use diagram and located in the C-H, Highway Service Commercial zoning district.

Vice Chairperson Nordbye asked City Planner Scott Friend for the staff report.

Mr. Friend presented a request for approval of Conditional Use Permit (CUP) 2021-04, a lot line adjustment 2021-04 and a site plan for the Maverik project.

Mr. Friend described to the Commission that site was an empty field to the west of pilot, the project would involve two driveways, the project involves 9,084 sq foot convenience store building which could

include a fast-food restaurant, outside eating area, 7 automobile gas dispensers, 6 high flow high volume in the rear of the building. Mr. Friend stated that high flow dispenser is typically for commercial vehicles because the volume is greater. In the rear of the building there are two 30-minute truck parking spaces. This project is not a truck stop but has truck fuel capabilities. The City Code does not define the word truck stop so staff determined a CUP was necessary for this project, without the rear high flow fueling and parking spots this project could be built today without a CUP.

Mr. Friend stated that the City prepared a CEQA evaluation and that the document was an Initial Study / Mitigated Negative Declaration. Within that document three mitigations were identified. The first is if during construction something cultural, archeological, or paleontological was found that the contractor you must call the sheriff, coroner, or a paleontologist. The most site-specific mitigation called for a sound wall along the western and northern property lines due to noise attenuation needs of the project.

Mr. Friend stated a requirement of this project is to put in a stop light at the Newville and Commerce corner and is currently under design. Also, a left turn lane from south bound off ramp will also need to be widened after traffic studies which is something Caltrans will have to take care of.

Commissioners discussed with Mr. Friend the wall height the driveways into the Maverik and landscaping.

Public Comment opened at 7:39 PM.

Christie Hutchins, Maverik Inc, Ms. Hutchins verified that Maverik is doing a Lot Merger.

Mr. Friend stated the City is calling this a lot line adjustment because there are three lots but two different landowners (2 lots owned by one person and 1 lot owned by another person).

Ms. Hutchins stated the station will have a free RV dumping station at the North end of the parking lot.

Public Comment closed at 7:44 PM.

ACTION: Commissioner Vickers moved and seconded by Commissioner Romano, that the Commission approve Planning Commission Resolution #2022-07 approving and adopting the "Initial Study and Mitigated Negative Declaration for the Maverik Fueling Center Project, and to approve Planning Commission approve Resolution 2022-07 approving Lot Line Adjustment# 2021-04 as presented and approve Planning Commission Ordinance# 2022-01 approving Use Permit #2021-01 as presented. The motion carried 4-0-1 by the following roll call vote.

AYES: Commissioners Lazorko, Vickers, Romano, and Vice Chairperson Nordbye

NOES: None

ABSTAIN: None

8. STAFF REPORT – Department Activity report

A. Department Activity Report/Project Updates

Mr. Friend stated he had received a brand-new subdivision map; the proposal is called Quiet Creek with over 100 units. The review process is just beginning, and it will most likely be seen by Commission at the end of 2022.

Mr. Friend stated City Hall staff is managing list of people being connected and the map was recently released to show where the project is going.

The next meeting will be annual report for General Plan and Housing Element.

B. Housing Element

The Housing Element has been reviewed by Housing Community Department (HCD), the City received their letter, and the changes will be taken to the March 1, 2022, City Council meeting.

10. COMMISSIONER REPORTS

Commissioner Romano stated she would like to still do a workshop with City Council or other Commissions. Mr. Friend stated that he will speak with the City Council to see who would be interested in meeting up and Mr. Friend will report back at the next meeting.

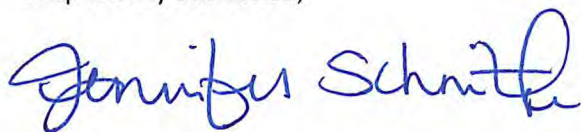
Vice Chairperson Nordbye had nothing to report.

Commissioner Lazorko had nothing to report.

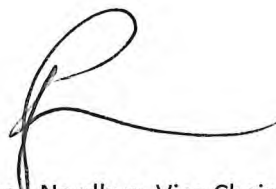
Commissioner Vickers had nothing to report.

11. ADJOURNMENT – 7:55 PM

Respectfully submitted,



Jennifer Schmitke, City Clerk



Stephen Nordbye, Vice Chairperson

PLANNING COMMISSION MINUTES

April 21, 2022

1. Call to Order – The meeting was called to order by Chairperson Elliott at 5:30 PM

2. Pledge of Allegiance – Led by City Clerk Jennifer Schmitke

3. Roll Call:

Commissioner's present –	Chairperson Wade Elliott, Vice Chairperson Stephen Nordbye, Commissioner Doris Vickers, and Commissioner Sharon Lazorko
Commissioners absent -	Commissioner Michelle Romano
Councilmember present -	Mayor Dennis Hoffman, Bruce Roundy
Also present -	Mike Martin, ECORP Representative; Jennifer Schmitke, Planning Commission Secretary/City Clerk

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments – None

5. CONSENT CALENDAR

- A. Approval of Prior Meeting Minutes: January 20, 2022
- B. Approval of Prior Meeting Minutes: February 17, 2022
- C. Compliance with AB361

Chairperson Elliott requested to pull item 5.B. from the consent calendar for further review, all commissioners were in favor of pulling the minutes from February 17, 2022.

ACTION: Commissioner Vickers moved to approve items A and C, seconded by Commissioner Lazorko to approve items A and C, the motion carried 4-0 by the following roll call vote.

AYES:	Commissioners Lazorko, Vickers, Vice Chairperson Nordbye and Chairperson Elliott
NOES:	None
ABSTAIN:	None

6. ITEMS FOR DISCUSSION OR ACTION

- A. Mixed – Use Zoning District

Chairperson Elliott introduced ECORP representative Mike Martin to present the staff report.

Mr. Martin presented a brief background on the Local Early Action Grant Program (LEAP) the City applied to and was approved for in 2021. LEAP provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production. Mr. Martin explained that the City applied for LEAP funding to be used for the creation of a new mixed-use zoning district for the City. Mr. Martin stated that the mixed-use zone is intended to encourage efficient and affordable development with a mixture of vertical and

horizontal density and uses. It will allow for flexibility in uses, promote design creativity, augment city and state housing policies and goals, all while decreasing the reliance on vehicles for transportation by promoting walkable neighborhoods.

Mr. Martin shared two possible mixed-use zoning scenarios; version 1 is based on the City's existing planned development Zoning district but modified to better accommodate a mixture of land-uses and version 2 is an entirely new mixed-use district for the City.

Commissioner Lazorko asked if there was any advantage to the City passing either of the versions within the next 25 years. Mr. Martin stated the only advantage would be to landowners and developers.

Chairperson Elliott asked for clarification if there was a requirement or not to adopt an updated version of the mixed-use zoning district. Mr. Martin stated that there was no requirement, but the production of housing would be an improvement for the City. Chairperson Elliott asked if there were any applicants coming to the City asking for a specific mixed-use development option. Mr. Martin stated he had no recollection of any developers passing on projects due to the mixed-use zoning district. Chairperson Elliott inquired if there were other projects the City should be focusing on instead of the mixed-use zoning district. Mr. Martin stated that because this was funded by a grant the process must be completed whether it is approved or denied by the Planning Commission. Mr. Martin explained that the recommendation from the Planning Commission will be brought to the City Council for final action (approve or deny).

Chairperson Elliott, Commissioner Vickers and Commissioner Lazorko were not in favor of the adoption of a new district because there was no immediate advantage to the City. Vice Chairperson Nordbye stated he is in favor of pursuing the mixed-use zoning and asked Mr. Martin how long until the LEAP grant program ends. Mr. Martin stated that the grant closes in June of 2023. Vice Chairperson Nordbye stated that help believes this project is something that can help the City in the future and possibly bring in new developers to Orland and noted that the new district would help to encourage smart growth ideas.

Commissioners discussed the two mixed-use versions that were presented and reviewed current mixed-use zoning areas in town. Chairperson Elliott requested Mr. Martin to bring the topic back at a future meeting for a recommendation as is required by law. Mr. Martin verified that the Planning Department will bring back both versions at a future meeting.

B. Streetscapes Design Standard for Commercial Development

Chairperson Elliott ask to postpone item 6.B. until a future agenda, so that all commissioners could be present for the discussion.

7. STAFF REPORT – Department Activity report

A. Department Activity Report/Project Updates

Mr. Martin briefly reported on department activities which included an update on the status of three subdivisions in the City, the Habitat for Humanity project and staff's work with the Bureau of Reclamation on the undergrounding of canals. Mr. Martin also informed the Commission of two new Administrative Use Permit (AUP) applications and two site plans that the City has received, one being for a McDonald's restaurant.

Chairperson Elliott opened the meeting to any additional public comment.

Councilmember Roundy shared that he is going to speak to the Caltrans representative at the next Transportation and Transit meeting to encourage Caltrans to continue working on the streetscapes project. He noted that it has been approximately seven years since Caltrans initially promoted the project idea in Orland. Councilmember Roundy believes that now is the time to push to get the project started due to the downtown area flourishing.

Councilmember Roundy suggested coordinating with the Economic Development Commission, Planning Commission and City Council to have a workshop so that new councilmembers and commissioners can be informed about the status of projects in City. Councilmember Roundy also stated that the City needs to be proactive and create a criterion for when to hire new employees and when to expand City services, so the City is prepared for the future growth.

Chairperson Elliott thanked Councilmember Roundy for his comments.

8. INFORMATIONAL

A. 2021 General Plan Implementation and Housing Element Annual Report

Chairperson Elliott introduced ECORP representative Mike Martin to present the staff report.

Mr. Martin stated that the General Plan and Housing Element annual report is required by the State every year. Chairperson Elliott clarified that the Housing Element has already been turned in and that this is a courtesy to show the Commission that the report has been submitted. Mr. Martin explained the Housing Element provides the State with information about the amount of housing that has been produced in the City over the past year as well as how the City feels the General plan policies and programs are functioning to meet State and local goals.

9. COMMISSIONERS REPORTS

Chairperson Elliott thanked Vice Chairperson Nordbye for leading the February commission meeting.

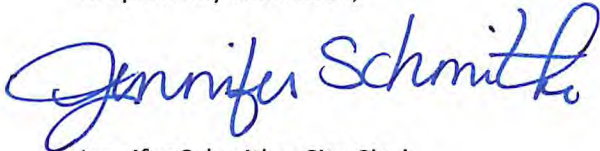
Vice Chairperson Nordbye had nothing to report.

Commissioner Lazorko asked who would set up the workshop and provide the materials. Chairperson Elliott stated that the Planning Commission would extend an invitation to the Mayor and asked the Mayor to speak to Council to help set up a joint meeting.

Commissioner Vickers had nothing to report.

10. ADJOURNMENT – 6:45 PM

Respectfully submitted,



Jennifer Schmitke, City Clerk



Wade Elliott, Chairperson

PLANNING COMMISSION MINUTES
June 9, 2022

1. Call to Order – The meeting was called to order by Chairperson Elliott at 5:33 PM

2. Pledge of Allegiance – Led by Chairperson Wade Elliott

3. Roll Call:

Commissioner's present –	Chairperson Wade Elliott, Vice Chairperson Stephen Nordbye, Commissioner Doris Vickers (arrived at 6:00 pm), and Commissioner Sharon Lazorko
Commissioners absent -	Commissioner Michelle Romano
Councilmember present -	Mayor Dennis Hoffman
Staff present -	Jennifer Schmitke, City Clerk; Scott Friend, City Planner; Rebecca Pendergrass, Director of Administrative Services/Assistant City Manager

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments

Alex (last name not given), Orland resident expressed his concerns about zoning and making Orland a more walkable community.

5. CONSENT CALENDAR

- A. Approval of Prior Meeting Minutes: February 17, 2022
- B. Approval of Prior Meeting Minutes: April 21, 2022
- C. Compliance with AB361

Chairperson Elliott stated that he was asked by Commissioners to pull the prior meeting notes to make necessary corrections and explained they would be available for review at a future meeting.

ACTION: Commissioner Lazorko moved to approve the consent calendar with the corrections Commissioner Lazorko provide to staff on the minutes, motion not seconded; motion failed.

ACTION: Chairperson Lazorko moved seconded by Commission Nordbye to approve item C only from the consent calendar. Motion carried 3-0 by voice vote.

6. ITEMS FOR DISCUSSION - Traffic Control Plan During Emergency Situations

City Planner Scott Friend stated that Commissioner Vickers had asked to put this item onto the agenda, but since she was absent Mr. Friend requested to postpone this item until Commissioner Vickers was available. Chairperson Elliott stated that the Commission would carry this item onto the next agenda.

7. Public Hearing

- A. Zoning Assignment/Pre-zoning: PZ 2022-01: Adoption of City of Orland zoning (pre-zoning) of six (6) total parcels, four (4) are privately owned properties as follows:

<u>Assessor's Parcel Number:</u>	<u>Pre-zoning District:</u>
045-170-013	M-L, Limited Industrial
045-170-014	M-L, Limited Industrial
045-170-015	M-L, Limited Industrial
045-170-016	M-L, Limited Industrial
045-170-017-9	P-F, Public Facilities
040-131-005-9	P-F, Public Facilities

- B. Annexation: *ANNEX 2022-01* – Authorization and direction to staff to file the annexation application with the Glenn County Local Agency Formation Commission (LAFCo).

Mr. Friend introduced the proposed Westside annexation and pre-zoning of six (6) total parcels. Mr. Friend explained that the Glenn County Local Agency Formation Commission (LAFCo) has directed and is requiring the annexation of the six (6) parcels into the City of Orland. Mr. Friend stated that this directive was given as a condition of approval placed on prior un-related annexation involving property for the now approved Orland Sunny Truck Wash and Service Center project.

Mr. Friend explained that the City proposes to pre-zone four privately owned parcels with the M-L – Limited Industrial zoning district consistent with the City's existing General Plan land use designation of I-LC – Light Industrial/Commercial, and, to pre-zone the two publicly owned parcels with PF – Public Facility zoning district consistent with their use as roadway right-of-way. The six parcels are currently located in the unincorporated portion of the County of Glenn.

Chairperson Elliott opened the Public Hearing at 6:00 pm.

Chairperson Elliott closed the Public Hearing at 6:01 pm with no comments.

Commissioners asked questions and discussed concerns with the proposed annexation and pre-zoning. Mr. Friend answered questions on the annexation and clarified some concerns on the pre-zoning.

Action: Commissioner Vickers moved, seconded by Commissioner Lazorko that the Planning Commission determine that the project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations to Land Use Limitations as the affected parcels have slopes of less than twenty (20) percent, the action would not affect the existing land uses on the parcels and the potential impacts of development have been previously considered by the City's certified Environmental Impact Report (EIR) prepared at the time of the adoption of the City's General Plan. The motion carried 4-0 by voice vote.

Action: Vice Chairperson Nordbye moved, seconded by Commissioner Lazorko that the Planning Commission make a recommendation to the City Council to adopt Resolution PZ 2022-09 recommending to the City Council approval of an Ordinance to rezone the area to be annexed as described and as presented on attachment F in staff report. The motion carried 4-0 by voice vote.

Action: Commissioner Lazorko moved, seconded by Vice Chairperson Nordbye that the Planning Commission make a recommendation to the City Council to adopt Resolution 2022-09 approving Annexation #2022-01 as described and as presented on Attachment G in staff report. The motion carried 4-0 by voice vote.

8. COMMISSIONERS REPORTS

Commission Vickers shared her concerns about traffic during a recent fire emergency.

Chairperson Elliott had nothing to report.

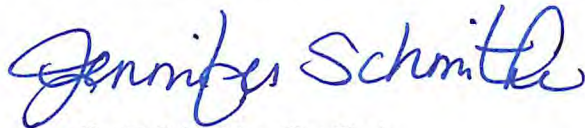
Vice Chairperson Nordbye had nothing to report.

Commissioner Lazorko had nothing to report.

Scott Friend shared information about a special joint meeting on July 14, 2022 at 4:00 at Carnegie Center with the Economic Development Commission, Planning Commission and City Council.

9. ADJOURNMENT – 6:21 PM

Respectfully submitted,



Jennifer T. Schmitke, City Clerk



Wade Elliott, Chairperson

PLANNING COMMISSION MINUTES

July 21, 2022

1. Call to Order – The meeting was called to order by Chairperson Elliott at 5:31 PM

2. Pledge of Allegiance – Led by Mayor Hoffman

3. Roll Call:

Commissioner's present –	Chairperson Wade Elliott, Vice Chairperson Stephen Nordbye, Commissioner Doris Vickers
Commissioners absent -	Commissioners Michelle Romano and Sharon Lazorko
Councilmember present -	Mayor Dennis Hoffman
Staff present-	City Planner Scott Friend and City Clerk Jennifer Schmitke

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments

Scott Howard, Chico resident spoke about Orland Park sub-division that was mapped by his family and mentioned how nice it is to see Orland growing in a positive way and how he looks forward to working in Orland again on possible future projects.

5. CONSENT CALENDAR

A. Compliance with AB361

ACTION: Chairperson Vickers moved seconded by Vice Chairperson Nordbye to approve the consent calendar. Motion carried 3-0 by voice vote.

6. Public Hearing -

City Planner Scott Friend stated that this item will be continued to the next regular scheduled meeting agenda for August 18, 2022.

7. ITEMS FOR DISCUSSION – Lot Line Adjustment

City Planner Scott Friend presented Lot Line Adjustment, LLA#2022-03, that is being processed in support for the potential McDonald's coming to Orland. Mr. Friend stated a correction in the staff report explaining that the adjustment is for the middle lot line not the western lot line of parcel 040-013-015. Mr. Friend stated that this adjustment complies with all City codes and design standards.

ACTION: Vice Chairperson Nordbye moved seconded by Commissioner Vickers, that the Planning Commission determine that the project is categorically exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section §15315, Minor Land Divisions.

ACTION: Vice Chairperson Nordbye moved seconded by Commission Vickers, that the Planning Commission approve Resolution 2022-08 approving Lot Line Adjustment# 2022-03 as presented in the staff report. Motion carried 3-0 by voice vote.

8. STAFF REPORT

City Planner Scott Friend stated that West Side Annexation should be submitted to LAFCo by the end of July. Mr. Friend shared that it usually takes LAFCO typically 60 to 120 days to review and get back to the City.

Mr. Friend explained that the site plan review for the McDonald's building was waiting for the Lot Line Adjustment to be voted on by the Planning Commission and an approval letter will go out by Monday morning.

Mr. Friend shared that in the next few weeks he will be meeting with the general contractors for Liberty Bell Senior Apartments and Woodward Family Apartments to get construction started.

Mr. Friend shared that the Hambright Road connection to Ellis Drive has started along Highway 32.

9. COMMISSIONERS REPORTS

Commission Vickers shared her concerns about traffic lights backing up and blocking traffic near Dutch Bros and Sixth Street.

Vice Chairperson Nordbye had nothing to report.

Chairperson Elliott thanked Commissioners, Councilmembers and staff for taking the time to attend the special joint meeting on July 14, 2022.

10. ADJOURNMENT – 5:46 PM

Respectfully submitted,



Jennifer Schmitke, City Clerk



Wade Elliott, Chairperson

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 5. H.

MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: **Resolution Delegating Organics Recycling Compliance** (Action by Consent)

City Council is asked to delegate authority and responsibility for organics recycling compliance to the County JPA established for the purpose of recycling compliance programs.

BACKGROUND

The Glenn County Waste Management Regional Agency (GCWMRA) is the Regional Agency for Glenn County and currently administers various CalRecycle grant programs, including SB 1383 (recycling of organic waste). The Joint Exercise of Powers Agreement- Solid Waste Disposal, establishing the Waste Management Regional Agency (WMRA), was executed on March 17, 1998, between the City of Willows, City of Orland and County of Glenn.

SB 1383 was signed by the Governor on September 19, 2016, addressing short-lived climate pollutants, namely methane emissions created by dairy and livestock as well as organic waste. Because the bill sets targets for reducing the amount of organic waste that can be sent to landfills, it will have a significant impact on the solid waste services provided throughout the State and in Glenn County.

DISCUSSION

At the January 27, 2022 Glenn County Waste Management Regional Agency meeting, the Board authorized staff to facilitate discussions with the cities of Orland and Willows regarding delegating the responsibilities of SB 1383 regulation compliance to the GCWMRA, which is represented in the attached draft agreement to the JPA.

In order to amend the JPA agreement, the JPA member jurisdictions would have to pass a resolution to approve an amendment to the Joint Exercise of Powers Agreement (Solid Waste Disposal and AB 939). CalRecycle recently informed County staff that an amendment to the Joint Exercise of Powers Agreement (Solid Waste Disposal and AB 939) is required.

Once this Resolution is adopted County staff will submit an amendment to the Glenn County Board of Supervisors to amend the GCWMRA Joint Powers Agreement (JPA) to include SB 1383 regulations.

Attachments (2):

- A. 1998 JPA Agreement
- B. Amendment to the JPA 2022

RECOMMENDATION

Adopt Resolution 2022-21 to delegate the responsibility for Orland's AB 1383 compliance to the Glenn County Waste Management Regional Agency by amending the JPA agreement.

Fiscal Impact of Recommendation: None. Significant but undetermined General Fund expense savings are realized by working closely with the JPA to achieve recycling compliance.

COUNTY CONTRACT

1174

COUNTY OF GLENN, a political
subdivision of the State of California,

First Party,

CITY OF WILLOWS, a municipal
corporation,

Second Party,

-and-

CITY OF ORLAND, a municipal
corporation,

Third Party.

JOINT EXERCISE OF
POWERS AGREEMENT
(Solid Waste Disposal and AB 939)

AN AGREEMENT made and entered into this 17th day of March
1998 by and between COUNTY OF GLENN, a political subdivision of the State of California,
hereinafter referred to as "COUNTY", as First Party; CITY OF WILLOWS, a municipal
corporation, hereinafter referred to as "WILLOWS", as Second Party, and CITY OF ORLAND,
a municipal corporation, hereinafter referred to as "ORLAND", as Third Party.

RECITALS:

AS A BASIS AND PREMISE for this Agreement, it is understood and acknowledged
by the parties as follows:

1. *Solid Waste Disposal Cooperation.* WHEREAS, in order to reduce the
hazards of air pollution and water pollution in the County of Glenn and in order to comply
with air pollution and water quality standards of various federal and state regulatory bureaus
and agencies, the County of Glenn and the cities of Willows and Orland wish to cooperate in
the establishment, maintenance, and operation of a solid waste disposal site and plan for the
use and benefit of all residents and property owners of the County and the two cities; and

2. *Solid Waste Disposal Site.* WHEREAS, the County leases and operates,
under appropriate ordinances, laws, rules, and regulations, a solid waste disposal site near
County Road 33 (approximately 4 miles due west of Artois) for the disposal of solid wastes

generated within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; with said solid waste disposal site being named the "Glenn County Landfill Site"; being permitted and identified by the California Integrated Waste Management Board (CIWMB) by the Solid Waste Information System (SWIS) Number 11-AA-0001; and

3. *Solid Waste Fee for Disposal and AB 939.* WHEREAS, in order to :

(A) reimburse the County for the cost of acquisition, operation, and maintenance of the disposal site; and

(B) ensure sufficient funds for implementing the responsibilities of the County and cities pursuant to the California Integrated Waste Management Act (AB 939);
a fee shall be levied annually by the County, with the consent of each of the two cities, on properties located within the unincorporated areas of the County and within the incorporated limits of Willows and Orland; and

4. *Authorization to Form a Regional Agency.* WHEREAS, state legislation [California Public Resources Code (PRC), Section 40970 through 40975] allows cities and counties to form a REGIONAL AGENCY to implement PRC Division 30, Part 2 (Integrated Waste Management Plans), in order to reduce the cost of reporting and tracking disposal and diversion programs by individual cities and counties and to increase the diversion of solid waste from disposal facilities; and

5. *Purposes of the Regional Agency.* WHEREAS, the County, Willows, and Orland wish to establish a REGIONAL AGENCY for purposes of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis; to assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and the Nondisposal Facility Element (NDFE) adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting Element (SE) and the Summary Plan (SP); to revise, as necessary, any existing elements; to prepare any new subsequent elements; to serve as the single agency responsible for the *local approval and public review process* of these elements; to prepare the

annual reports for the reporting of progress toward AB 939 diversion goals; and to serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5; and

6. *Responsibility for Any Civil Penalties.* WHEREAS, the County and the cities wish to assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY.

7. *Authorization of the Regional Agency to Act on behalf of the Member Jurisdictions with Respect to AB 939.* WHEREAS, the County and the cities wish to authorize the REGIONAL AGENCY to assume the responsibility for preparing, revising, reviewing, and locally approving AB 939 planning elements.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties, it is AGREED as follows:

1. *Precedence of Agreement.* Except as otherwise provided herein, this agreement shall take precedence over and supersede any other such agreement between the parties dealing with solid waste management.

2. *Establishment of solid waste disposal fee.* On or before April 1st of each year, the County Department of Public Works (Department) will make a determination of the amount of funds required to fund the solid waste disposal program for the following fiscal year.

(A) The Department will make an estimate of revenues available from gate receipts and other sources (e.g. state grants, sale of salvage materials, etc.) to offset the funds required. The additional funds needed will be obtained through the imposition of solid Waste disposal fees; and

(B) The Department will obtain from the County Assessor's Office a listing of the number and type of parcels eligible for imposition of solid waste fees; and

(C) The Department will apportion the total tonnage received at the Glenn County Landfill Site between residential and non-residential sources and establish solid waste fees for residential and non-residential categories; and

(D) The Department will forward to the REGIONAL AGENCY the recommended solid Waste disposal fees. Prior to May 1st of each year, the REGIONAL AGENCY will review and adopt the solid waste fee schedule and recommend its adoption by the County Board of Supervisors with the consent of each City's City Council pursuant to the authority granted in California Government Code (GC) Sections 25830 and 25831; and

(E) Prior to June 1st of each year, each City Council shall, by resolution, consent to the levying of the solid waste fees by the County within the incorporated limits of each City; and

(F) On or before July 1st of each year, the County Board of Supervisors, by resolution or ordinance, adopt and levy the solid waste fees within the incorporated and unincorporated areas of the County. A list of the parcel designations with the solid Waste disposal fees to be imposed upon each parcel shall accompany the ordinance or resolution. The fees will be levied and collected by the County Tax Collector as provided in GC Section 25830; and

(G) The County will follow the provisions of GC Section 25830 pertaining to the collection of delinquent fees.

3. *Enterprise Fund.* All moneys, fees, and fees collected under this Agreement shall be deposited in the Enterprise Fund (Fund) established by County under Resolution Number 72-55. The Enterprise Fund shall be used by the County only for the:

(A) planning, acquisition, operation, and maintenance of the Glenn County Landfill Site; and

(B) financing and implementing solid waste management plans and programs pursuant to AB 939, including any waste collection, processing, reclamation and disposal services. The County shall disburse monies from the Fund for AB 939 in conformance with the recommendations of the REGIONAL AGENCY. The County shall provide an annual report to the REGIONAL AGENCY on the disbursements from and use of the Fund.

4. *Conformance with Applicable Rules and Regulations.* The operation and maintenance of the Glenn County Landfill Site, in conformity with all federal and state rules and regulations applicable thereto, shall be the function and responsibility of the County.

5. *Schedule of Fees.* The County shall establish a schedule of fees for the disposal of garbage, refuse, and waste at the disposal site which shall be uniform for all persons who are residents of or property owners within either the County, Willows or Orland. The County shall, upon payment of the appropriate disposal fees, permit any and all residents of and property owners within the County, Willows, or Orland residents, property owners, and all commercial collectors operating under a franchise, license, contract, or permit within the County, Orland, or Willows to dispose of waste at the disposal site providing all applicable regulations are adhered to.

6. *Formation and Description of Regional Agency.* This agreement is also made and entered into for the purpose of forming a REGIONAL AGENCY pursuant to California PRC Sections 40970 through 40975. The REGIONAL AGENCY shall:

(A) Combine disposal and diversion quantities for determining compliance with AB 939;

(B) Allow for the efficient operation of diversion programs on a region-wide basis. The REGIONAL AGENCY shall recommend to the County the money to be disbursed from the Fund for AB 939 programs pursuant to implementation of the SRRE, HHWE, NDFE, SE, and SP;

(C) Assume the responsibilities of the County and the cities for the implementation of the multi-jurisdictional SRRE, HHWE, NDFE, and any other elements or plans required by AB 939;

(D) Revise existing elements, as necessary; prepare any new subsequent elements; and be responsible for the required *local approval and public review process* for these elements;

(E) Prepare the annual reports for reporting progress toward AB 939 diversion goals; and

(F) Assign responsibility for any civil penalties incurred pursuant to AB 939 to the REGIONAL AGENCY; and

(G) Compile and monitor disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.

7. *Name and Address of Regional Agency.* The name and address of the REGIONAL AGENCY are:

Glenn County Waste Management Regional Agency (GCWMRA)
c/o Glenn County Public Works Department
777 North Colusa Street
Willows, California 95988-2298

8. *Members of Regional Agency.* The members of the GCWMRA are: County of Glenn, City of Orland, and the City of Willows.

(A) The members shall establish the GCWMRA Governing Board (Board) comprised of:

- (i) Three members designated by the County Board of Supervisors; and
- (ii) Three (3) members appointed by the Glenn County City Selection Committee.

(B) The Board shall meet initially and develop by-laws, voting procedures, and governance policies, which shall be reviewed and approved by the County Board of Supervisors and each City Council.

(C) The parties hereby agree that this agreement is made and entered into for the mutual benefit of all member jurisdictions and, as such, each party agrees to grant to all other parties to this agreement, and to the residents, property owners, and businesses thereof, reasonable access to any existing or future waste management facilities located within the collective boundaries of the member jurisdictions.

(D) No party to this agreement may exact any tax, fee, surcharge, or other payment from any one or more parties, or the residents, property owners, and businesses thereof, to this agreement, that is not required of all parties or the residents, property owners, and businesses, thereof, unless otherwise mutually agreed to.

(E) The member jurisdictions do not anticipate that the GCWMRA will receive or disburse any monies at the present time. Prior to the receipt or disbursement of any monies by the GCWMRA, this agreement will be modified to :

- (i) provide strict accountability of all monies and a report of all receipts and disbursements, pursuant to GC Section 6505; and

- (ii) designate a chief financial officer from one of the member jurisdictions to be the depository and have custody of all GCWMRA monies and to perform the duties set forth in GC Section 6505.5.

(F) The member jurisdictions do not anticipate the acquisition of any property by the GCWMRA. If necessary, for the acquisition of property, this agreement will be modified to:

- (i) provide for the acquisition, disposition, division, or distribution of such property, pursuant to GC Section 6511; and
- (ii) designate a custodian of such property and to require the custodian to post an official bond determined and fixed by the GCWMRA pursuant to GC Section 6505.1.

9. *Payment of Civil Penalties.* The parties hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the GCWMRA. The parties hereby authorize the GCWMRA to allocate responsibility to the member jurisdictions based upon the population of each jurisdiction for the year in which the civil penalties are incurred. Each member jurisdiction shall be apportioned a share of any applicable civil or criminal penalty, fine, forfeiture, or expenditure in direct proportion to its population. Population determinations shall be based upon the "Official State Population Estimates for California Cities and Counties" published annually by the California Department of Finance, Demographic Research Unit.

10. *Contingency Plan if Regional Agency Is Abolished.* In the event that the GCWMRA agreement is terminated, individual member jurisdictions will assume responsibility for any civil penalties incurred by their jurisdiction. Each member jurisdiction will assume the responsibility for implementing integrated waste management programs as identified in the multi-jurisdictional SRRE, HHWE, NDFE, SE, and SP and preparing and submitting to the CIWMB the required AB 939 annual reports for the jurisdiction.

11. *Duties and Responsibilities of Member Jurisdictions.*

(A) The member jurisdictions will be responsible for participating in the GCWMRA ; assisting the GCWMRA with any subsequent revisions to the SRRE, HHWE, NDFE, and any other related AB 939 planning elements; and reviewing the development of solid Waste disposal fees to fund the solid waste planning and disposal programs; and

(B) In the event any member withdraws from GCWMRA, that member shall become an independent jurisdiction and shall assume full responsibility for the mandates and restrictions imposed by AB 939, including but not limited to, meeting all of the requirements of PRC Division 30, Part 2, Chapter 6, Article 1. This responsibility also includes independently meeting all diversion, disposal, and reporting requirements of Article 1. The members which remain in the GCWMRA will continue to operate as the GCWMRA under the terms and conditions stated herein.

12. *Description of Source Reduction, Recycling, and Composting Programs Implemented by the Regional Agency.* The GCWMRA will be responsible for implementation of the programs selected in the SRRE, HHWE, NDFE, and any other related AB 939 planning elements (including the SE and SP). The multi-jurisdictional SRRE, HHWE, and NDFE (approved by the CIWMB) are incorporated by reference into this agreement. These elements, as a whole, comprise the Glenn County Regional Agency Integrated Waste Management Plan.

13. *Approval by CIWMB.* This agreement shall be subject to review and require the approval by the CIWMB as meeting the requirements of a REGIONAL AGENCY pursuant to PRC 40973 (c).

14. *Amendments.* This agreement may be amended or modified at any time, in a manner consistent with and furtherance of the purposes of this agreement, with the written consent of each member jurisdiction.

15. *Term of Agreement.* This agreement shall remain in full force and effect and shall continue annually for each fiscal year thereafter unless terminated on June 30th of any succeeding year by written notice given on or before April 1st of such year by any one contracting party with the consent of one other contracting party.

DATED: March 17, 1998

COUNTY OF GLENN

By: *Chick Mudd*
Chair, Board of Supervisors, County of Glenn

CITY OF WILLOWS

By: *[Signature]*
Mayor, City of Willows

CITY OF ORLAND

By: *Patricia H. Cochran*
Mayor, City of Orland

Approved as to form by:

N.Y. Fleming
County Counsel, County of Glenn

[Signature]
City Attorney, City of Willows

[Signature]
City Attorney, City of Orland

RESOLUTION NO. 2022-21

APPROVE AN AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT (SOLID WASTE DISPOSAL AND AB 939)

WHEREAS, the County of Glenn, the City of Orland, and the City of Willows (collectively the Parties) entered into the amended Joint Exercise of Powers Agreement on March 17, 1998; and

WHEREAS, the Parties wish to amend the Joint Exercise of Powers Agreement (Agreement) to expand its authority to implement regulations pertaining to Senate Bill 1383 and organic solid waste management; and

WHEREAS, the Parties have amended the Agreement to expand the authority in the Agreement to implement regulations pertaining to Senate Bill 1383, and that amended Agreement is attached hereto as Attachment A to this resolution.

IT IS FURTHER RESOLVED that the Joint Exercise of Powers Agreement is hereby amended as Attachment A to this resolution, and that amended Agreement is hereby adopted by the Parties. The amended Agreement shall supersede all previous versions of the Agreement.

NOW THEREFORE, BE IT RESOLVED that the Orland City Council does hereby approves this resolution approving the Amendment to the Joint Exercise of Powers Agreement (Solid Waste Disposal and AB 939)

THIS RESOLUTION was passed by the Orland City Council this 6th day of September 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dennis G. Hoffman, Mayor

Jennifer Schmitke, City Clerk

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 5.I.

MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council
FROM: Assistant City Manager Rebecca Pendergrass
SUBJECT: **Award of Contract for Financial Auditor** (Action by consent)

Staff recommends award of a contract for a new outside financial auditor.

BACKGROUND

Like all cities in California, Orland undergoes an audit of its financials records annually by an appropriate CPA (Certified Public Accountant) firm, consistent with State Government Code and GASB (Governmental Accounting Standards Board). Management's role is to prepare a fair and accurate presentation of financial statements based on Generally Accepted Accounting Principles (GAAP). The auditor provides to the City Council an opinion on the City's financial statements based on audit and points out to the Council any findings it makes during its audit.

The City's longtime fiscal auditor, Ralph Marcello, CPA, recently retired and closed his practice.

DISCUSSION

The City published an RFP (request for proposals) generally and contacted several firms directly. One firm, RT Dennis Accountancy, was responsive to the solicitation and is deemed responsible to the task of preparing the 2021/2022 financial statement. The firm is willing to engage with the City for three years, with year one at a cost of \$26,000.

Attachments: Audit proposal from RT Dennis Accountancy for Fiscal Audit Services.

RECOMMENDATION

Accept the proposal from RT Dennis Accountancy for Fiscal Audit Services.

Fiscal Impact of Recommendation: \$26,000 allocated proportionately to general, development impact, water and sewer funds.

Approved by City Manager:



**AUDIT PROPOSAL FOR THE
CITY OF ORLAND**

**12223 Highland Ave 106-625
Rancho Cucamonga, CA 91739**

Phone: 909.689.8219

Email: rtdennis@dennis-cpa.com

Contact: Rob Dennis

Date: August 15, 2022



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TRANSMITTAL LETTER

We are pleased to provide our audit proposal to City of Orland for the year ending June 30, 2022, with an optional renewal of June 30, 2023 through 2024.

Our Firm specializes in Governmental Audits and we are committed to bringing our clients a professional experience with knowledgeable and approachable staff. We strive to be experts in our field as standards in the governmental audit industry have changed with new GASBs and tougher peer reviews.

We are fully committed to all deadlines, meeting all deadlines required by both the District and the State. Additionally we have administrative support for drafting of the financial statements, etc.

Our commitment to technology has afforded us the capability of have the most up to date audit tools for a less intrusive audit experience, while at the same time, providing a quality engagement.

As stated in the request, we understand the services to be provided are the following:

1. Compile the City of Orland's financial statements based on the city's trial balance.
2. A report on the City of Orland's financial statements in accordance with auditing standards generally accepted in the United States of America.
3. A report on the City of Orland's Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States of America.
4. A report on the City of Orland's federal expenditures over Financial Reporting and on Compliance with Requirements Applicable to each major Program and on and on Internal Control over Compliance performed in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), issued by the Comptroller General of the United States of America, as applicable.

The sections that follow, as required by the RFP, demonstrate our experience and ability to complete the requirements for this audit, as well as our audit approach. This is an irrevocable offer not to exceed thirty (30) days. For purposes of this proposal Robert T. Dennis is authorized to make representations for RT Dennis Accountancy. If you have any questions or concerns please feel free to contact us.

A handwritten signature in black ink, appearing to read 'Robert T. Dennis', is written over a horizontal line.

Robert T. Dennis, CPA
Proprietor

RTDENNIS
ACCOUNTANCY

INTRODUCTION

The beginnings of RT Dennis Accountancy started in December of 2008 when Rob Dennis formed the partnership Dennis & Hart Accountancy. The emergence of RT Dennis Accountancy was solidified subsequent to a merger and spinoff as a firm licensed by the California Board of Accountancy as FNP 2508.

Rob Dennis was introduced to the governmental audit industry at the largest school district audit firm in California in April 2000. Mr. Dennis has remained committed to the governmental industry with over thirteen years of experience in the governmental/nonprofit arena. This includes working in the business office of a large school district (about 30,000 ADA) in San Bernardino County and a waste water agency in Chino.

As far as audits are concerned, the firm's background experience includes audits of school districts, Proposition 39 bonds, Uniform Guidance (formerly OMB A-133) Single Audits, water districts, and a variety of special districts. The diversity of clients has been from 50,000 ADA school districts down to single school districts; and the location of these districts has been all points within the state of California. Although school districts were the starting point, Mr. Dennis has gone on to audit other governmental entities such water districts and various other special districts. The size of all the entities audited range in size from \$300,000 to \$450 million in general fund revenue.

Currently we audit governmental and not-for-profit entities, which allow us to focus on governmental accounting and auditing standards. Since we specialize in governmental entities all of our practice aids, audit manuals, accounting manuals, and research materials are the most up-to-date to current standards.

Through varied experience the firm has developed a profound understanding of the interworking of governmental entities. With that said, our goal is to work with clients through scheduling and timely communications to provide the audit objectives for the client by the mandated deadlines.

Our mission is to provide high quality audits at a reasonable fee. Please refer to "Specific Experience" for a partial list of the entities audited.

GENERAL INFORMATION

We have read the specific information requested within the request for proposal and believe all areas have been addressed within this proposal. This proposal is not a joint venture nor is it a consortium.

SERVICES PROVIDED

In addition to auditing, we are a full service firm and we are available to provide the following services to school districts, associated student bodies ("ASB"), municipalities, and other not-for-profit entities:

- ❖ Bookkeeping services accounting services
- ❖ Internal control design and consulting services
- ❖ Not-for-profit tax preparation
- ❖ GASB 34 maintenance and analysis
- ❖ GASB 63 and 65 implementation for deferred inflows and deferred outflows
- ❖ GASB 82 (67 and 68 amended by 82) implementation for pension reporting such as California Public Employee Retirement System ("CalPERS") and California State Teachers' Retirement System ("CalSTRS")

MEMBERSHIPS

The firm has membership of the following organizations:

- ❖ American Institute of Certified Public Accountants ("AICPA") – The AICPA is the world's largest member association representing the accounting profession, with nearly 386,000 members in 128 countries and a 125-year heritage of serving the public interest. AICPA members represent many areas of practice, including business and industry, public practice, government, education and consulting. The AICPA sets ethical standards for the profession and U.S. auditing standards for audits of private companies, nonprofit organizations, federal, state and local governments. It develops and grades the Uniform CPA Examination and offers specialty credentials for CPAs who concentrate on personal financial planning; fraud and forensics; business valuation; and information technology. Through a joint venture with the Chartered Institute of Management Accountants, it has established the Chartered Global Management Accountant designation to elevate management accounting globally.

- ❖ AICPA's Chartered Global Management Accountant ("CGMA") designation – The CGMA is a relatively new designation created by the AICPA and the Chartered Institute of Management Accountants. The CGMA mission is to promote the science of management accounting on the global stage. The designation champions management accountants and the value they add to an organization.
- ❖ AICPA's Government Audit Quality Center ("GAQC") – GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. GAQC is a voluntary membership center for CPA firms and state audit organizations that perform governmental audits.
- ❖ AICPA's Firm Practice Management ("PCPS") – The PCPS Firm Practice Center provides a venue for CPA firms to harness business opportunities and overcome challenges in their firms. PCPS - the AICPA Private Companies Practice Section—provides a rich array of valuable information and resources for firms of all sizes in the area of practice anagement.
- ❖ AICPA's Peer Review Program – CalCPA administers the [AICPA Peer Review Program](#) for enrolled firms with their main office in California, Arizona and Alaska. The AICPA administers this program through the National Peer Review Committee ("NPRC") for firms required to be registered with and inspected by the Public Company Accounting Oversight Board ("PCAOB"). A peer review is a periodic outside review of a firm's accounting and auditing practice aimed at helping the firm maintain and improve the quality of its services.

FIRM OFFICE

The firm has one office located in Rancho Cucamonga. Rancho Cucamonga serves as our home office location, but our close proximity to a major airport ensures our ability to reach City of Orland's location.

INDEPENDENCE

All auditors of the firm are independent of the City of Orland as defined by audit standards generally accepted in the United States of America and Government Accountability Office's *Government Auditing Standards*.

PEER REVIEW

We are currently a member of the AICPA's peer review program (Firm #900006140576), as administered by the CalCPA, and as such we are required to undergo a peer review every three years.

Our most recent peer review was performed in July 2019 (when it was Dennis, Cooper, and Associates, CPAs). Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. We received a rating of **Pass**. The report is available at the following web address: https://peerreview.aicpa.org/public_file_search.html enter the firm number (mentioned above), and the peer review report as well as acceptance letter are available for viewing and/or download.

We have also included a copy of the report in the back of the proposal.

LICENSE TO PRACTICE

Both Rob Dennis and David Bruner are licensed by the California Board of Accountancy as Certified Public Accountant, #90213 and #73235, respectively. As previously mentioned, the firm is also licensed by the Board of Accountancy as FNP #2508.

LEGAL OR REGULATORY ACTION

The firm is not currently, nor has been in the past, involved with any legal or regulatory actions.

STAFF ASSIGNED TO THE AUDIT

The staff assigned to the job would be Rob Dennis and David Bruner. Mr. Dennis and Mr. Bruner have worked on all facets of an audit, from staff level to manager. For specific information, please see the Staffing section. Other staff would be assigned as needed and as scheduling permits.

CONTINUING PROFESSIONAL EDUCATION (“CPE”)

Auditors performing work in accordance with Generally Accepted Government Auditing Standards (“GAGAS”), including planning, directing, performing audit procedures, or reporting on an audit conducted in accordance with GAGAS, should maintain their professional competence through continuing professional education (CPE). Therefore, each auditor performing work in accordance with GAGAS should complete, every 2 years, at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. Auditors who are involved in any amount of planning, directing, or reporting on GAGAS audits and auditors who are not involved in those activities but charge 20 percent or more of their time annually to GAGAS audits should also obtain at least an additional 56 hours of CPE (for a total of 80 hours of CPE in every 2-year period) that enhances the auditor’s professional proficiency to perform audits. Auditors required to take the total 80 hours of CPE should complete at least 20 hours of CPE in each year of the 2-year periods. Auditors hired or initially assigned to GAGAS audits after the beginning of an audit organization’s 2-year CPE period should complete a prorated number of CPE hours.

As described above, we are required to obtain a minimum amount of CPE; we achieve this from various organizations. Most of our CPE is provided by the AICPA, as well as the California Education Foundation, which is in cooperation with the California Society of Certified Public Accountants. Some examples of CPE titles are as follows:

- ❖ Accountancy Laws, Ethics, Taxes, and Financial Reporting Review – Ethics
- ❖ Annual School District Accounting/Auditing Update (class developed with the California Department of Education and California State Controller’s Office)
- ❖ Fraud – Governmental and Not-For-Profits
- ❖ Governmental Accounting and Auditing Update

INSURANCE/INDEMNITY

The firm has professional liability insurance policy in aggregate of \$1,000,000 with CAMICO Mutual Insurance Company, and will indemnify and hold harmless the District from and against all losses and claims in the execution of our work or the consequences of any negligence or carelessness on our part. We are aware of the provisions of Sections 3700 et seq. of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake insurance in accordance with the provisions of that code before commencing the performance of the work of the contract.

METHOD OF OPERATION

The firm uses Pro Systems fx for our trial balance and audit documentation. This allows us to use Excel, Word, and Outlook for our audit schedules and back-up. As far as any documentation from the client is concerned, we are paperless, and, therefore, do not require the client to prepare any copies for us. We would appreciate electronic files either through email or presented to us upon arrival.

We come to audit fieldwork with laptops and scanners; this allows us to exploit the most current technology as a tool for expediting the audit with the least amount of negative impact to the client's staff.

Prior to the audit we will provide the client with a detailed list of items and reports needed for completion of that particular phase of the audit. Availability of accounting staff during the time we are at the client's facilities is of the utmost importance; however, if we know in advance any availability issues we can work around them and reschedule testing of controls and accounts.

RESUME

Robert T. Dennis, CPA, CGMA

Proprietor

Experience:

With fifteen years of public accounting and internal audit experience which includes work on over 100 governmental entity and non-profit audits which were located in various location all throughout California. This experience includes but is not limited to:

- ❖ Preparation of numerous School District Annual Financial Reports (including Single Audit Reports)
- ❖ Preparation of numerous County Office of Education and Community College Annual Financial Reports (including Single Audit Reports)
- ❖ Preparation of Special District Annual Financial Reports
- ❖ State Controller's Financial Transaction Reports

Education:

Graduated from Cal State Fullerton, BA in Business Administration with concentrations in both Accounting and Finance

Professional Organizations:

- ❖ American Institute of Certified Public Accountants ("AICPA")
- ❖ California Society of Certified Public Accountants
 - Chair of the School District Conference Committee (2018 – 2020)
 - Member of the Accounting Principles and Assurance Services Committee (2018)

Other:

Rancho Cucamonga Kiwanis, Treasurer, 2009 – 2010

RESUME

David D. Bruner, CPA

Manager

Experience:

With over twenty-five years of public accounting, tax, and consulting experience which includes work on governmental entities, for-profit entities, and not-for-profit entities which were located in various location all throughout California. This experience includes but is not limited to:

- ❖ Preparation of governmental annual financial reports (including Single Audit Reports)
- ❖ State Controller's Financial Transaction Reports
- ❖ Management Letters
- ❖ Performed multiple single audits which have included major programs across different funding agencies, such as US Dept of Education, US Dept of Agriculture, US Dept of Labor. etc.
- ❖ Oversight of all audit work involved for engagements
- ❖ Review of Federal and State programs for compliance requirements

Professional Organizations:

- ❖ American Institute of Certified Public Accountants ("AICPA")
- ❖ California Society of Certified Public Accountants

Education:

Graduated from California State University, Stanislaus with a Bachelor of Science in Business Administration / Accounting and Finance. He also graduated from Golden Gate University with his Masters in Taxation and Graduate Certificate in Estate Planning.

Mr. Dennis has participated in the past audits as the audit in charge/manager/partner for the following agencies:

School Districts:

Bella Vista Elementary
Bassett Unified
Beverly Hills Unified
Colusa Unified
Del Norte County Unified
Duarte Unified
Gold Trail Union
Hawthorne Elementary
La Honda-Pescadero Unified
Lancaster Elementary
Lawndale Elementary
Maxwell Unified
Montebello Unified
Muroc Joint Unified

Orchard Elementary
Parlier Unified
Pierce-Joint Unified
Plumas Unified
Riverside Unified
Santa Ana Unified
Santa Barbara Unified
Santa Cruz City
Simi Valley Unified
South Pasadena Unified
South San Francisco Unified
Walnut Valley Unified
William S. Hart Union High
Williams Unified

County Offices of Education:

Colusa County Office of Education
Del Norte County Office of Education

Plumas County Office of Education

Special Districts:

40th District Agricultural Association
Apple Valley Heights Water District
Arvin Community Service District
Elsinore Valley Cemetery District
Hesperia Park and Recreation District
Joshua Basin Water District
Le Grand Community Services District
Kern River Valley Cemetery District
Mojave Water Agency
North County Cemetery District

Planada Community Services District
Pomerado Cemetery District
Saratoga Cemetery District
San Jacinto Resource Conservation District
San Jacinto Valley Cemetery District
South Kern Cemetery District
San Jacinto Resource Conservation District
Temecula Cemetery District
Thunderbird Water District

Auditee	Uniform Guidance / Single Audit	2020 Entity- Wide Revenue
Bayshore Elementary SD	No	\$ 8,846,000
Brisbane Elementary SD	No	\$ 9,538,000
Camptonville Union Elementary SD	No	\$ 734,000
Coalinga-Huron Joint Unified SD	Yes	\$ 68,949,000
Indian Diggings Elementary SD	No	\$ 316,000
Indian Springs Elementary SD	No	\$ 493,000
Mojave Unified SD	Yes	\$ 43,487,000
Mountain Union Elementary SD	No	\$ 1,497,000
Oak Run Elementary SD	No	\$ 965,000
Parlier Unified SD	Yes	\$ 56,064,000
Plumas Lake Elementary SD	Yes	\$ 18,485,000
Wheatland Elementary SD	Yes	\$ 18,083,000
Wheatland Union High SD	No	\$ 11,185,000
Whitmore Union Elementary SD	No	\$ 1,040,000
Yuba COE	Yes	\$ 35,804,000
Arroyo Grande CD	No	\$ 586,000
Kingsburg CD	No	\$ 565,000
Palm Springs CD	No	\$ 1,976,000
Soledad CD	No	\$ 431,000
Tulare CD	No	\$ 915,000
Burney Basin Mosquito Abatement District	No	\$ 144,000
Burney Fire Protection District	No	\$ 839,000
Big River Community Services District	No	\$ 96,000
Chester Public Utility District	No	\$ 8,799,000
Soledad-Mission Recreation District	No	\$ 561,000
South Fork Mosquito Abatement District	No	\$ 25,000
Three Arch Bay Community Services District	No	\$ 2,179,000
California Association of Public Cemeteries	No	\$ 171,000
Western Science Center	No	\$ 1,706,000

Mike Marcalek, General Manager
Arroyo Grande Cemetery District
agcemetery@sbcglobal.net
895 El Camino Real
Arroyo Grande, CA 93420
805.489.2475

Ronan Collver, Superintendent
Brisbane School District
rcollver@brisbanesd.org
One Solano Street
Brisbane, CA 94005
415.467.0550

Keith Gainey, Assistant Superintendent - Business Services
Mojave Unified School District
keithgainey@mojave.k12.ca.us
3500 Douglas Ave.
Mojave CA 93501
661.824.4001

Ajit Kang, Director of Business Services
Plumas Lake School District
akang@plUSD.org
2743 Plumas School Road
Plumas Lake, CA 95961
530.743.4428

Once awarded the contract we will coordinate with the client the actual dates to start the audit and fieldwork. The audit is broken up in following phases:

- ❖ Planning/Pre-audit preparation
- ❖ Fieldwork, Interim (generally prior to general ledger closing)
- ❖ Fieldwork, Final (generally a couple of weeks or month subsequent to general ledger closing)
- ❖ Post fieldwork procedures.

Typically the Interim phase of the audit is performed between March and June depending on the clients' circumstances and scheduling logistics. If the client so desires or the firm has some scheduling considerations, with client approval, we will perform a second interim, which would take place in the summer time; generally this time would be used to complete all compliance work. The final phase of the audit will generally be between September and November, with issuance of the report by the December deadline.

I. Planning/Pre-audit preparation

- A. Initially we will speak with the City to coordinate the following:
 - 1. Establish points of contact for scheduling, data gathering/audit responsibilities, and other logistical details.
 - 2. Dates and specific timelines for the various phases of the audit.
 - B. Review and document the following:
 - 1. Pertinent state and federal statutes (compliance) that apply to the City of Orland, regulations, charters and any other appropriate documentation available concerning the City.
 - 2. Prior year audit work-papers, with client's approval, as well as the financial report and any other reports issued. Additionally, we would want to speak to the prior auditor to determine if there were any issues we would need to be aware of.
 - 3. Board minutes, starting with the date under audit, typically July 1.
 - 4. Determine we are still, in fact, independent of the client.
 - C. Interview and make inquiries of:
 - 1. The City's chief financial officer, legal counsel and other appropriate personnel to determine if there are specific laws, regulations or policies that are in place on which we may need additional information and address problems or areas of concern that they may have at that time.
 - 2. Appropriate people about the political climate to determine if there are initiatives that are pending that may affect operations.
-

II. Field work, Interim

- A. Perform analytical review procedures on the City's financial statements to obtain a better understanding of the operation and to identify areas that may need increased attention. Areas that may be analyzed are comparisons of account balances between periods and/or to budget amounts. There may be some ratio and trend analysis to better understand the operations and to help in identifying critical audit areas. A comparison of revenue and expenditures may be conducted to aid in following patterns or trends.
 - B. Assess the internal control structure of the City's for the 1.) revenue cycle, from revenue collection to deposit; 2.) purchasing cycle, from ordering goods and services to paying for them; and 3.) payroll cycle, from hiring to payment of employees. - we would review and test the following:
 - 1. Control environment: Review the organizational structure, management's philosophy and operating style, assignment of authority and responsibilities, human resources policies and procedures, management oversight and experience levels of personnel.
 - 2. Risk assessment: Review the processes used to identify potential risk that can affect the City and the steps it takes to counter these risks.
 - 3. Control activities: Review the policies and procedures that help ensure management's directives are carried out.
 - 4. Information and communication: Review and test the methods and records established to identify, assemble, analyze, classify, record and report the City's transactions, events and conditions; determine how the City maintains accountability over related assets and liabilities; review written policies and procedures to determine their completeness and effectiveness in addressing reporting controls.
 - 5. Monitoring: Review management's oversight of the internal control process.
 - 6. Sampling of the various transaction cycles will depend on the sizes of the populations as well as logistical concerns for obtaining the sample and requisite back-up. The following are some examples of sampling methods:
 - ❖ Systematic, whereby we will select one of every "nth" transactions of the entire population to reach our determined sample amount.
 - ❖ Haphazard, where we approximate randomization, without the statistical modeling.
 - ❖ Judgmental, where we are looking for something specific in the transactions we are sampling.
 - C. Perform fraud analysis through interviews of the staff and roundtable discussion amongst the audit team.
-

III. Field work, Final (Subsequent to G/L closing)

- A. Obtain electronic version trial balance.
 - B. Test account balances based on results of risk assessments performed at Interim. Such tests could include the following:
 - 1. Vouching cash in county balances to the county treasury confirmation.
 - 2. Obtain aging schedule for accounts receivable and test reported balances. Additionally, we would test the revenue for billings, etc., connected with the previously mentioned accounts receivable.
 - 3. Analysis and substantiation of revenue, such as billings, sales, and other “exchange revenue” and the related accounts receivable balances.
 - 4. Accounts payable testing, including subsequent disbursements.
 - 5. Agreeing beginning fund balance to prior year audit report.
 - C. Obtain pertinent information for required GASB 34 conversion entries to assist compilation of adjustments necessary for entity-wide financial statements. Such information can include the following:
 - ❖ Capital asset listing as well as capital outlay expenditures and/or any information on any other additions or dispositions of fixed/capital assets.
 - ❖ Debt schedules, official statements, trustee statements, and any other statements relevant to payment of long-term debt, including any new issuances, refunding, or refinancing.
 - ❖ Obtain Cal STRS and PERS actuarial studies for pension liabilities
 - ❖ OPEB actuarial.
 - ❖ Any other pertinent information regarding revenue or expenses not recognized for modified accrual but would be for full accrual.
 - D. Perform final analytical review of various account balances being reported.
 - E. Management inquiries, review methods of preparation, and other procedures regarding Required Supplementary Information (RSI) for thing such as the following:
 - ❖ Management Discussion and Analysis
 - ❖ Budget to actual comparisons for the General Fund and any major special revenue fund.
 - ❖ PERS funding progress
 - ❖ OPEB funding progress
 - F. Hold exit conference with management, and as necessary board and audit committee, and review:
 - 1. Any findings/issues noted for possible inclusion into management letter.
 - 2. Any proposed adjustments/reclassification entries to determine whether or not to post to trial balance.
-

IV. Post field work procedures

- A. Prepare draft report and submit to the City's management for review.
- B. Review:
 - 1. City's Management's Discussion and Analysis and provide assistance to the City concerning tables and any other graphically represented financial data.
 - 2. City's responses to findings and recommendations, if applicable.
- C. Issue:
 - 1. Financial report
 - 2. Management letter, if necessary.

The following is an hourly breakdown of the previously described audit phases and components:

	Hours		Hours
I. Planning/Pre-audit preparation		III. Field work, Final	
A. Coordination	4	A. Trial balance	7
B. Review and Documentation	2	B. Account balance testing	24
C. Interviews and inquiries	2	C. Conversion entry testing	20
		D. Final account analysis	4
II. Field work, Interim		E. RSI procedures	4
A. General procedures	5	F. Exit conference and review	2
B. Internal control testing			
1. Revenue/investment cycle	8	IV. Post field work procedures	
2. Disbursement cycle	4	A. Financial statement prep.	6
3. Payroll cycle	8	B. Review	3
C. Fraud analysis	4	C. Issuance of reports	2
		Total hours, estimated	109

	<u>Est. Hours</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Financial audit	109	\$ 25,900	\$ 27,200	\$ 28,600

	<u>Est. Hours</u>	<u>Billing Rates</u>	<u>2021/22 Fees</u>
Staff level			
Proprietor	52	\$ 250.00	\$ 13,000
Manger	52	200.00	\$ 10,400
Clerical	5	60.00	300
Total hours	109	Out-of-pocket expenses	2,200
		Total (not to exceed)	\$ 25,900

Report on the Firm's System of Quality Control

July 10, 2019

To the Partners of Dennis, Cooper and Associates and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Dennis, Cooper and Associates in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dennis, Cooper and Associates, in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dennis, Cooper and Associates has received a peer review rating of *pass*.

Very truly yours,

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona



CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 5.J.
MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council

FROM: Peter R. Carr, City Manager

SUBJECT: **Determination of Public Convenience or Necessity for Alcohol License:**
727 4th Street – Old Town Lounge, LLC (Action)

Pursuant to Sections 23958 and 23958.4 of the Business and Professions Code of the State of California, the Department of Alcoholic Beverage Control (ABC) has requested that the City Council of the City of Orland make a determination of public convenience or necessity (PCN) to support the issuance of a Type 40 – on sale beer license at 727 4th Street for the Old Town Lounge.

BACKGROUND / DISCUSSION

The Department has determined that a Resolution of the City Council is required prior to the issuance of a new Type 40 – on sale beer license at the premise. Pursuant to the requirements of the Department and State Statutes, the governing body of the City must approve a Resolution making a determination that the issuance of the license would be in the public's convenience or is a necessity in census tracts where the requested license would exceed the number otherwise allowed.

According to the information provided by the Department the subject census tract (101.02) is allocated a total of 6 licenses. Department records show that 13 licenses currently exist in the tract. As a result, the City Council is required to approve a determination of PCN for the issuance of the license.

Approval of the PCN would authorize the Department to issue the new license. Denial of the PCN would prohibit the Department from issuing the license.

ATTACHMENTS:

- 1) ABC Form – 245.
- 2) Resolution 2022-22, *approving* the PCN as requested.

CEQA ACTION(S) REQUESTED or REQUIRED

Notice of Exemption – Government Code Section 15063, the "Common Sense" exemption.

RECOMMENDATION

Staff recommends approval of the license application.

COUNCIL ACTION OPTIONS

1. [Recommended] Adopt a Resolution making findings and approving the PCN determination for a Type 40 – on sale beer license for the Old Town Lounge at 727 4th Street.
2. Adopt a modified Resolution denying the PCN determination for a Type 40 – on sale beer license for the Old Town Lounge at 727 4th Street.

FINANCIAL / BUDGET IMPACT

None.

INFORMATION AND INSTRUCTIONS -**SECTION 23958.4 B&P**

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

OLD TOWN LOUNGE LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

727 4TH ST ORLAND, CA 95963

3. LICENSE TYPE

40-ON SALE BEER

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input checked="" type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only <input type="checkbox"/> All | | | |
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

6. TOTAL NUMBER OF LICENSES IN COUNTY

☐ On-Sale ☐ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

☐ On-Sale ☐ Off-Sale

8. CENSUS TRACT NUMBER

101.02

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

6

☒ On-Sale ☐ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

13

☒ On-Sale ☐ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☐ Yes (Go to Item #13)
- ☒ No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☐ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

Orland City Council

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

[This section is crossed out with a large blue X.]

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?
☐ Yes ☒ No ☐ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

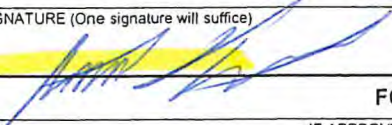
permitted within the zoning district

26. CITY/COUNTY OFFICIAL NAME	27. CITY/COUNTY OFFICIAL TITLE	28. CITY/COUNTY OFFICIAL PHONE NUMBER
29. CITY/COUNTY OFFICIAL SIGNATURE	30. DATE SIGNED	

ZONING AFFIDAVIT*Instructions to the Applicant: Complete Items 1 - 14. Sign and date the form and submit it to ABC.*

1. APPLICANT(S) NAME (Last, first, middle) <u>Covarrubias Gloria</u>		
2. PREMISES ADDRESS (Street number and name, city, zip code) <u>727 4th St Orland, CA 95963</u>		3. PARCEL NUMBER OF PROPERTY (Obtain from County Assessor's Office)
4. TYPE OF LICENSE APPLIED FOR <u>41</u>	5. UPGRADE OF LICENSED PRIVILEGES <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6. CURRENT LICENSE TYPE AT THIS LOCATION, IF ANY <u>N/A</u>
7. TYPE OF BUSINESS (i.e., restaurant, mini-mart, gas station, etc.) <u>Restaurant</u>	8. ARE THE PREMISES INSIDE THE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. HOW ARE APPLICANT PREMISES ZONED? STATE TYPE (i.e., "C" commercial, "R" residential, etc.) <u>"C"</u>		
10. DOES ZONING PERMIT INTENDED USE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	11. IS A CONDITIONAL USE PERMIT (C.U.P.) NEEDED? (If yes, please attach copy of receipt or C.U.P.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	12. IF YES, DATE YOU FILED APPLICATION FOR C.U.P.
13. NAME OF PLANNER CONTACTED AT PLANNING DEPARTMENT <u>Scott Friend</u>		14. PLANNER'S PHONE NUMBER <u>530-865-1608</u>

Under the penalty of perjury, I declare the information in this affidavit is true to the best of my

15. APPLICANT'S SIGNATURE (One signature will suffice) 	16. DATE SIGNED
FOR DEPARTMENT USE ONLY	
<input type="checkbox"/> C.U.P. Approved	IF APPROVED, EFFECTIVE DATE
<input type="checkbox"/> C.U.P. Denied	DATE DENIED
FILE NUMBER	

GENERAL INFORMATION

•Section 23790 of the Business and Professions Code says that ABC may not issue a retail license contrary to a valid zoning ordinance. This form will help us determine whether your proposed business is properly zoned for alcoholic beverage sales.

•A conditional use permit (CUP) (Item 11) is a special zoning permit granted after an individual review of proposed land-use has been made. CUP's are used in situations where the proposed use may create hardships or hazards to neighbors and other community members who are likely to be affected by the proposed use. The ABC district office will not make a final recommendation on your license application until after the local CUP review process has been completed. If the local government denies the CUP, ABC must deny your license application.

23790. Zoning ordinances. No retail license shall be issued for any premises which are located in any territory where the exercise of the rights and privileges conferred by the license is contrary to a valid zoning ordinance of any county or city.

Premises which had been used in the exercise of those rights and privileges at a time prior to the effective date of the zoning ordinance may continue operation under the following conditions:

(a) The premises retain the same type of retail liquor license within a license classification.

(b) The licensed premises are operated continuously without substantial change in mode or character of operation.

For purposes of this subdivision, a break in continuous operation does not include:

(1) A closure for not more than 30 days for purposes of repair, if that repair does not change the nature of the licensed premises and does not increase the square footage of the business used for the sale of alcoholic beverages.

(2) The closure for restoration of premises rendered totally or partially inaccessible by an act of God or a toxic accident, if the restoration does not increase the square footage of the business used for the sale of alcoholic beverages.

**CITY OF ORLAND
CITY COUNCIL RESOLUTION NO. 2022-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND FINDING AND DETERMINING THAT THE PUBLIC CONVENIENCE OR NECESSITY WOULD BE SERVED BY THE ISSUANCE OF AN ON-SALE BEER (TYPE- 40 ALCOHOLIC BEVERAGE CONTROL LICENSE) FOR THE PREMISES LOCATED AT 727 4th STREET, ORLAND CALIFORNIA (OLD TOWN LOUNGE) (APN 040-157-006)

WHEREAS, pursuant to applicable provisions of the Business and Professions Code of the State of California, the Department of Alcoholic Beverage Control (hereinafter the "ABC") is charged with the responsibility of reviewing applications and issuance of licenses ("license") for the sale and/or manufacture of alcoholic beverages in the State of California; and

WHEREAS, On January 1, 1998, Section 23817.5 of the Business and Professions Code was amended to permanently establish a moratorium on the issuance of off-sale beer and wine licenses (Type 20) in cities and counties where the ratio on Type 20 licenses exceeds one for each 2,500 inhabitants; and,

WHEREAS, The ABC issued a notice of Moratorium on May 9, 2011, for cities and counties that meet the overconcentration ratio criteria, and said list identified the City of Orland as a Type 20 Moratorium City; and,

WHEREAS, Ms. Gloria Covarrubias of Old Town Lounge, LLC ("Applicant") located at 727 4th Street has petitioned the ABC for On-Sale Beer (Type 40) License; and,

WHEREAS, Section 23958 of the Business and Professions Code provides that the ABC shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4 of said Business and Professions Code; and

WHEREAS, Section 23958.4 of the Business and Professions Code provides that, notwithstanding the limitations of Section 23958, the ABC shall issue a license if the applicant shows that public convenience or necessity would be served by the issuance of such license; and

WHEREAS, pursuant to Section 23958.4 of the Business and Professions Code, the local governing body in this case, the "City Council," has the discretion to determine when public convenience or necessity would be served by allowing an alcohol license in an area where there is an over concentration of licenses or where there is high crime; and

WHEREAS, Under state law Section 23790 of the Business and Professions Code, the ABC may not issue a liquor license if it violates an existing local zoning ordinance; and,

WHEREAS, The subject site has a "C" Commercial Land Use designation and is zoned Community Commercial ("C-2") which encourages retail sales and allows the sales of alcoholic beverages associated with a permitted land use; and,

WHEREAS, the subject business is located in Census Tract 101.2 with population such that the ABC may permit up to six (6) on-sale licenses before an undue concentration would exist, and there are currently thirteen (13) licenses in the Census Tract; and,

WHEREAS, the request for Determination of Public Convenience or Necessity, hereinafter ("project") is exempt from California Environmental Quality Act (CEQA) review under §15061(b)(3) of the CEQA Guidelines because a Determination of Public Convenience or Necessity will not with reasonable certainty have any possible effect on the environment; and,

WHEREAS, the City of Orland will cause to be prepared a Letter of Public Convenience or Necessity as a result of this determination.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Orland does hereby approve the request as presented along with the associated CEQA Exemption and making the following findings:

SECTION 1. The foregoing Recitals are incorporated herein and made a part hereof.

SECTION 2. That the public convenience or necessity would be served by the proposed sale of beer for on-premises consumption at the location.

SECTION 3. The City Council does hereby find and determine that adoption of this Resolution is conditionally predicated upon compliance with State and local laws. Should any such conditions, or any part thereof, be declared invalid or unenforceable by the final judgment of any court of competent jurisdiction, then this Resolution, and any approvals herein contained, shall be deemed null and void.

SECTION 4. Pursuant to §15061(b)(3) of the CEQA Guidelines, an activity is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. Making a Determination of Public Convenience or Necessity will not bring about any physical change to the environment. Therefore, in light of the whole record, it can be seen with certainty that the project has no potential to cause a significant effect on the environment. As such, the City finds that the project is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) ("general rule exemption").

SECTION 5. The request for Public Convenience or Necessity Determination is hereby approved for the Old Town Lounge at 727 4th Street.

SECTION 6. The City Manager and/or his authorized designees are authorized to transmit this Resolution to the ABC and take any other necessary actions, sign any other documents or instruments, as may be necessary, to implement, and affect this Resolution on behalf of the City.

The foregoing Ordinance was passed, approved, and adopted by the City Council on the 6th day of September 2022 by the vote of:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dennis G. Hoffman, Mayor

ATTEST / APPROVED AS TO FORM

Jennifer T. Schmitke, City Clerk

Gregory Einhorn, City Attorney

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.A.

MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council
FROM: City Manager and City Engineer
SUBJECT: Use of City Land on Sixth Street at Colusa (Discussion)

City Manager will update City Council on potential uses of City-owned land on Sixth Street.

BACKGROUND

The City has long recognized the need for an expanded police station, and is planning proactively for long-term fire department needs. Per our FY20 Projects & Objectives, City in 2019 closed escrow on suitable real property for a future public safety center (PSC) and began developing conceptual understanding of a project scope and probably cost estimate. The space was also to be used for a future water storage tank and well south of the PSC.

The Council last considered this in Fall 2019. The City of Winters Public Safety Facility was recommended by Staff as a good model for the scope of our project. A visit there in 2019 by our fire and police chiefs, public works director and city manager identified many desirable features and some cautionary issues.

City staff and Council discussed the emerging vision for the project, projected costs, recommended phasing, potential funding resources & opportunities, and next steps. Cost estimates were spiraling upwards. Part of the City's impetus to refinance its pension debt was to free up capital to invest in a PSC. More recently, soils analysis is suggesting reconsideration of placement of the storage tank and well.

DISCUSSION

Post-Covid, there are many loan programs available, but we are not yet seeing grant opportunities for public safety facilities other than medical. Other locations have surfaced as potentially suitable for Police or City Hall facilities, and we now have complications and a competing need for the use of space at Colusa @ 6th St.

RECOMMENDATION

Discuss, provide direction to staff.

Fiscal Impact of Recommendation: No expense at this point.

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.B.

MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: **City-sponsored Community Gift e-Cards** (Discussion/Action)

City Council will consider approving an innovative way to leverage Covid-relief funds to stimulate local shopping and strengthen economic development among locally owned businesses.

BACKGROUND

Background information on the community gift card concept, consultancy services and availability of American Rescue Plan Act (ARPA) funds was provided in the August 16 agenda packet and at the meeting. City Council directed City staff to proceed with development of the program concept and, more specifically, to determine what level of interest in the program is likely among merchants.

DISCUSSION

Introduction of the community gift e-card concept was received very favorably by those attending recent Orland Area Chamber of Commerce gatherings. 100% of the dozen merchants surveyed expressed strong interest; one merchant is already using Yiftee for its successful gift card program and indicated it would also be interested in participating the City's program.

Upon execution of the agreement for consultancy services, HdL, the City's sales tax revenue consultant would:

1. Assist staff in developing Orland's unique Yiftee gift card program to include:
 - a. Work with City staff to determine the structure of our program;
 - b. Work with City staff to develop branding for the Orland gift cards; and
 - c. Coordinate launch of Orland's program with the Yiftee system.
2. Directly engage with selected local merchants and the Chamber to facilitate enrollment in the program. HdL would stay engaged throughout the launch to troubleshoot any issues and answer questions from merchants, as well as track participation and results of the Orland program.

With agreement in early September to proceed, we can launch this program by early November.

The consultancy fee for HdL would be the City's one-time start-up investment, billed hourly not to exceed \$12,500. A budget for e-card sponsorship of \$30,000 would represent less than 2.5% of the City ARPA funding – well within our means, and enough to substantively kickstart the program. The consultants recommend at least a 50% bonus card to start, with 100% being even better. Examples of options other than 100% (buy one, get one free of same value) include:

Purchase Gift Card	Option 1-Bonus Card Value	Option 2-Bonus Card Value
\$25	\$10	\$15
\$50	\$20	\$30
\$100	\$50	\$75
\$150	\$75	\$100

Additional or alternative potential funding can be made by redirecting unused CV2/3 Covid-relief grants funds. The balance in this fund is currently \$68,000.

When the initial budget is approximately 80% utilized, the City would review results and determine whether/how to continue the City's role in it.

Attachments (3):

- A. Consultancy Letter for HdL
- B. Professional Services Agreement between the City of Orland and HdL
- C. Community Card Customer Agreement between the City of Orland and Yiftee

RECOMMENDATION

Approve the Orland Community Gift Card program as proposed and direct Staff to proceed with a total initial budget not to exceed \$68,000.

Fiscal Impact of Recommendation: \$68,000 (up to \$12,500 to engage HdL, \$55,500 for direct program support), all from one-time Covid relief funds and none from General Fund.

August 4, 2022

**Pete Carr
City Manager
City of Orland
815 Fourth Street
Orland, CA 95963**

Re: Consulting Support Work for Digital Gift Card Program w/Yiftee:

Pete:

I appreciated our Zoom meeting the other day about how HdL ECONSolutions can help Orland with planning for, implementing and doing administrative support services for a successful digital gift card program with Yiftee.

Scope of Work:

Hinderliter de Llamas & Associates (HdL), hereafter referred to as the 'Consultant', will work with the City of Orland, hereafter referred to as the 'City', to assume the overall administrative oversight of and planning for Orland to successfully undertake a successful shop local digital gift card program with Yiftee including the following:

- Help city staff in structuring and designing a digital gift card program with Yiftee including spending limits, design parameters, targeted business participants, etc.
- Marketing assistance and working with city staff and the Chamber of Commerce for a Shop Local Program Digital Gift Card Program with Yiftee
- Overall administrative support for a shop local digital gift card program including closely working with Yiftee and the city in implementing the program.

HdL has significant experience working with several cities with Digital Gift Card programs (San Leandro, Lafayette, Pinole, Oakley, Hawthorne, Canyon Lake, Hercules) to utilize the Yiftee digital gift card platform (which is presently serving nearly 100 California cities, plus nearly 200 more nationally in 49 of the 50 states).

Compensation:

The Consultant shall be compensated based on hours worked on the program utilizing the following hourly rate schedule.

<u>Staff Position</u>	<u>Hourly Rate</u>
Principal/Managing Director	\$250/hour
Senior Advisor	\$180/hour
Analyst	\$100/hour

The total not-to-exceed amount for the work shall not exceed \$12,500.

The Project Manager for the Consultant shall be Barry Foster-Principal/Managing Director with HdL ECONSolutions, along with staffing from Kirstin Hinds-Sr. Advisor and Fienna Cheng-Analyst with HdL ECONSolutions.

Attached is a draft PSA (Professional Services Agreement) for your consideration and use.

Please contact Barry Foster with any questions at 951.233.0414.

Accepted by

CONSULTANT (Hinderliter de Llamas Associates-HdL)

CITY (City of Orland)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ORLAND AND
HINDERLITER, DE LLAMAS AND ASSOCIATES, INC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of August, 2022, by and between the City of Orland, a municipal corporation, organized under the laws of the State of California ("City") and **Hinderliter, De Llamas and Associates, Inc.**, with its principal place of business at 120 S. State College Blvd. Suite 200, Brea CA 92821 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional economic development consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the planning of and administrative support for a digital gift card program with Yiftee ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional economic development consulting necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I." attached hereto and incorporated herein by reference.

3.1.2 Term. The term of this Agreement shall be for a 1 year period unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The

Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Barry Foster, Principal/Managing Director and Kirstin Hinds, Senior Advisor.**

3.2.5 City's Representative. The City hereby designates **Pete Carr, City Manager**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Barry Foster, Principal/Managing Director**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff

in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they

would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twelve Thousand Five Hundred Dollars (\$12,500.00)** without written approval of

the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a quarterly invoice, no later than the fifteenth (15th) calendar day of each quarter, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a

public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: HdL Companies
120 S. State College Blvd. Suite 200
Brea, CA 91821
ATTN: Barry Foster, Principal/Managing Director

City: City of Orland
815 Fourth Street
Orland, California 95963
ATTN: Pete Carr, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &

Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not

employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURE PAGE TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ORLAND AND HINDERLITER, DE LLAMAS AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ORLAND

**HINDERLITER, DE LLAMAS AND
ASSOCIATES, INC.**

By:

Pete Carr
City Manager

By:

Andrew Nickerson
President/CEO

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall provide services pursuant to the terms set forth in this agreement and formulate a plan for and the administration of a digital gift card program with Yiftee, including but not limited to the following components.

- Assist the City in designing, developing, marketing and/or refining, plus administrative support for implementing and operating a digital gift card program with Yiftee.
- Helping the City to develop a strategy for spending limits, targeted business participants, plus marketing and outreach coordination with a City staff, the Chamber of Commerce and local business representatives for implementing and operating a shop local digital gift card program with Yiftee.

EXHIBIT "B"

SCHEDULE OF SERVICES

Consultant shall complete the Services within the schedules agreed upon by the City and Consultant to complete the Services within the term of the Agreement.

EXHIBIT "C"
COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below for a total compensation amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) over the term of the Agreement.

Hourly Consulting Rates

<i>Staff Position</i>	Hourly Rate
<i>Principal</i>	\$250
<i>Sr. Advisor</i>	\$180
<i>Analyst</i>	\$100

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of _____, 2022 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and _____ with an address at _____ ("Customer"). The parties agree as follows:

1. Definitions.

- 1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.
- 1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.
- 1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.
- 1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.
- 1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.
- 1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.
- 1.7 "Chargeback" means a purchase that has been disputed by the person who owns the credit card used to purchase an eGift. Chargebacks cause the amount of the purchase to be refunded to the cardholder out of Yiftee's bank account and often also include an associated fee.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

- (a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.
- (b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

- (c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.
- (d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.
- (e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.
- (f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.
- (g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

3. Chargebacks. When purchasing eGifts using Purchasers' credit cards or other forms of payment using the Yiftee "Order Desk" functionality or any purchase made on behalf of a Purchaser using Purchaser's credit card if the Order Desk functionality is not used, Customer is responsible for verifying that the Purchaser owns the payment instrument and has authority to use it for said purchase. Should Yiftee receive a Chargeback, Yiftee will attempt to cancel any outstanding value on the eGift purchased and Customer is liable for any remaining balance and fees incurred by Yiftee.

4. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

5. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

6. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

7. Term and Termination.

7.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

7.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

7.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

8. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party

Yiftee Community Card Customer Agreement, Revised 2022-08-11

from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

9. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

10. Miscellaneous

10.1 Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

10.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

10.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any

provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer's organization (Print): YIFTEE, INC.

Authorized signature: Authorized signature:

Name, Title: Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A - Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars (\$1000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 6.C.
MEETING DATE: September 6, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: **Internal Water Fund Loan Amortization** (for Information Only)

City Council will receive an update on the status of an internal loan currently being amortized.

BACKGROUND

In 2006 the City General Fund borrowed \$436,122 from the Water Fund to enable purchase of the retail space at 824 4th St and 400 Mill Street. In 2012, payback of this interfund transfer was structured with the General Fund making annual payments over 30 years to the Water Fund approximately equal to the revenue derived from leasing the space, with LAIF interest rate accruing in favor of the Water Fund.

DISCUSSION

City staff have been making the required annual interfund payments according to schedule, at LAIF rates current to the corresponding year. Nine years into the 30-year amortization, the outstanding balance was \$347,121 as of June 30, 2022.

Attachments (2):

1. Resolution 2013-01 Repayment of Interfund Loan
2. Amortization Summary – Annual Recap

RECOMMENDATION

Acknowledge loan amortization by consensus and file.

Fiscal Impact of Recommendation: None. Amortization is proceeding according to structured internal loan and accounted in annual budgets and fiscal audits.

RESOLUTION NO. 2013- 01**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND MODIFYING
REPAYMENT OF PREVIOUSLY AUTHORIZED INTER-FUND LOAN**

WHEREAS, on November 20, 2006, by Resolution 2006-12, the City Council of the City of Orland (City) authorized a loan from Enterprise Fund No. 26 for the purchase of real property located at 824 Fourth Street, Orland, CA (AP No. 040-212-009) for development as public safety facilities; and,

WHEREAS, the amount so loaned was \$436,121.75 (Loan); and,

WHEREAS, the Loan amount stands at \$476,315 as of July 1, 2012; and,

WHEREAS, the Property was purchased for the sum of \$486,121.75, including the Loan; and,

WHEREAS, the City anticipated repayment of the Loan within one year; and,

WHEREAS, impact fees and other revenue have not been sufficient for such Loan repayment;
and,

WHEREAS, the City now intends to adopt a Loan repayment schedule generally commensurate with the fair market rental value of the Property.

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

That repayment of the Loan to Enterprise Fund No. 26 be set at a 30 year term, with interest fixed at the 2011-2012 average Local Agency Investment Fund (LAIF) rate of 0.375% annually (Loan Repayment).

That, to the extent available, rental revenue from the Property be assigned to the Loan Repayment.

That, gaps may occur in the Loan Repayment from rental revenue and, in that event, the Loan Repayment may be deferred; staff shall report such deferral(s) to the City Council. Staff shall report to Council any deferments in rental income, and Council will consider any deferments or gaps of three consecutive months. Staff shall provide a rental revenue report annually.

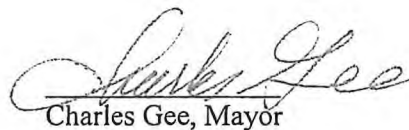
This Resolution was passed by the City Council of the City of Orland at a regular meeting thereof on the 7th day of January, 2013, by the following vote:

AYES: Councilmembers Paschall, Edwards, Roundy, Hoffman and Mayor Gee

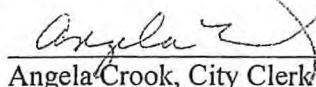
NOES: None

ABSENT: None

ABSTAIN: None


Charles Gee, Mayor

ATTEST:


Angela Crook, City Clerk

City of Orland
Fund 26 - Interest on Balance Owed to Water Fund from General Fund
Annual Recap

	Previous Balance	Total Annual Rent	Interest Earned "LAIF" %	Ending Balance
2006-07 First Year	436,121.75			436,121.75
2007-08	436,121.75			436,121.75
2008-09	436,121.75			436,121.75
2009-10	436,121.75			436,121.75
2010-11	436,121.75			436,121.75
2011-12	436,121.75			436,121.75
2012-13	436,121.75	-		436,121.75
2013-14	436,121.75	(5,893.26)	1,163.02	431,391.51
2014-15	431,391.51	(10,300.00)	1,204.84	422,296.35
2015-16	422,296.35	(14,400.00)	2,198.91	410,095.26
2016-17	410,095.26	(13,900.00)	2,165.41	398,360.67
2017-18	398,360.67	(14,400.00)	3,240.59	387,201.26
2018-19	387,201.26	(14,400.00)	7,376.19	380,177.45
2019-20	380,177.45	(11,160.00)	7,964.18	376,981.63
2020-21	376,981.63	(15,120.00)	3,243.40	365,105.03
2021-22	365,105.03	(19,920.00)	1,935.54	347,120.57