

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, November 15, 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# 878 2502 1809

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 place of residence 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 November 1, 2022 (p.6)
- C. Receive and file Recreation Commission Minutes from June 22, 2022 (p.12)
- D. Receive and file Arts Commission Minutes from October 19, 2022(p.14)
- E. Receive and file Economic Development Commission Minutes from May 10, 2022(p.15)
- F. Receive and file Economic Development Commission Minutes from September 13, 2022(p.66)
- G. Acceptance of IRWM Water Project Grant (p.70)
- H. Approval of Vacation of a Portion of Central Street (Agreement and Resolution) (p.88)

- I. Approve Building Inspection Services Contract (p.93)
- J. Approve Draft Letter to Glenn Ground Water Authority (p.102)
- K. Adopt Resolution Accepting State Library Grant (no staff report) (p.103)
- L. Award of Contract for Program Income Planning and Reporting Services (p.105)

6. ADMINISTRATIVE BUSINESS

- A. Solid Waste Collection Annual Adjustment (Discussion/Action) – Pete Carr, City Manager (p.119)
- B. Accept Donation of Scoreboard (Action) – Joe Fenske, Recreation Director (p.137)
- C. Parks facilities Survey Results (Discussion/Direction) – Joe Fenske, Recreation Director - No Staff Report(p.139)
- D. Verbal Update on Drought Conditions and Water Supply Project (Discussion) – Pete Carr, City Manager

7. CITY COUNCIL COMMUNICATIONS AND REPORTS

8. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on November 10, 2022.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com 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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WARRANT LIST

November 15, 2022

Warrant	11/10/22	\$	215,382.67
Payroll Compensation	11/3/22	\$	124,934.26
Pers 9/22/22 -10/05/22	10/28/22	\$	20,761.49
Pers 10/6/22 - 10/19/22	11/7/22	\$	24,047.87
		\$	169,743.62

APPROVED BY

 Dennis Hoffman, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Bruce T. Roundy, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Nov 10 22 Thursday
 RUN...: Nov 10 22 Time: 12:28
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 11-22 thru 11-22 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
056218	11/09/22	TIA00	TIAA COMMERCIAL FINANCE,	246.93	9223569H	PW/COPIER LEASE
056219	11/09/22	TIA00	TIAA COMMERCIAL FINANCE,	98.36	9215778H	MULTI/COPIER LEASE
056220	11/09/22	KEN04	ROBERT KENNEDY	963.29	106422H	REC/PUMP TRACK LABOR & SUPPLIES
056221	11/09/22	FLE04	FLEMING, JOHN	3700.00	11032022H	BD/INSPECTION SERVICES
056222	11/09/22	JAK00	Jake's Mobile Repair	55000.00	135632H	BEE SCULPTURES 2ND INSTALLMENT
056223	11/10/22	ABD00	ADVANCED DOCUMENT	36.75 602.79 38.65 7.10	INV85095 INV85096 INV85097 INV85098	PD/COPIER USAGE OCT 1-31,2022 CITYHALL/COPIES BD-PLAN-PW/COPIES FD/COPIES
			Check Total.....:	685.29		
056224	11/10/22	ALL11	All In Vinyl & Design	128.70	009	PARKS/TENNIS & PICKLEBALL SIGNS
056225	11/10/22	AND07	EDGAR ANDRADE	24.00	JUL-NOV22	PD/GYM REIMBURSEMENT
056226	11/10/22	AQU03	Aqua Metric	1491.33	0091336	PW/WATER METERS
056227	11/10/22	ARA00	ARAMARK UNIFORM SERVICES	808.73	10312022	PW/UNIFORM CLEANING SEPTEMBER 2022
056228	11/10/22	ATT07	A T & T	72.24	OCT26NOV2	AC/PHONE LINE & INTERNET
056229	11/10/22	CAR02	CARDMEMBER SERVICE	3114.63 732.32 4201.62 207.46 3409.14 5080.56 3887.69	OPD2022 10/27/22 10272022 OCT22REC Oct 2022 OCT2022PW OCT2022SH	PD/OFFICE SUPPLIES,TRAINING,ADOBE ACROPRO SUBS Books, Office Supplies, Children's Prgm Supplies FD/MEASURE A-APPLE STORAGE,OFFICE SUPPLIES REC/APPLE,WIBIT,SUPPLIES CH/Trainings, Envelopes & Supplies PW/CLERK/POOL SUPPLIES & MEASURE A EQUIP. MAINT. MULTI DEPT/MISC SUPPLIES
			Check Total.....:	20633.42		
056230	11/10/22	CHI12	Chico Immediate Care Medi	1045.76	1724K2320	PW/DMV PHYSICAL, NEW HIRE PHYSICAL
056231	11/10/22	CLE05	JUDY CLEVER	50.00	NOV2022	AC/CLEANING OF GALLERY
056232	11/10/22	COM02	Comcast	404.70 296.15	10222022 NOV-DEC22	FD/INTERNET FOR FIREHOUSE MULTI-DEPTS/INTERNET CONNECTION
			Check Total.....:	700.85		
056233	11/10/22	COR00	CORNING LUMBER CO., INC.	3891.04	10252022	PW/WATER SUPPLIES, POOL/SUPPLIES
056234	11/10/22	COR02	Corning Chevrolet Buick	228.04	72369	PD/FLEET PARTS #11
056235	11/10/22	COR05	Corning Ford	124.71	52998	PW/FLEET #49 PARTS
056236	11/10/22	DEP00	DEPT OF TRANSPORTATION	1771.85	SL230107	PW/SIGNAL AND LIGHTING MAINTENACE
056237	11/10/22	DUR03	Durham-Pentz Truck Center	280.00	108204	PW/VEHICLE SNAP TESTS #36,49,51,54,69,71
056238	11/10/22	ECO01	ECORP CONSULTING, INC	15412.50	98178,98	PLANNING/PROFESSIONAL SERVICES SEP 1-30
056239	11/10/22	EIN02	Gregory P. Einhorn	4000.00	14750	CA/CONTRACT SERVICES
056240	11/10/22	ENL00	ENLOE MEDICAL CENTER	1500.00	11032022	PD/S.A.R.T EXAM-CASE #220528
056241	11/10/22	FRA04	Phillip Frankenberg	200.00	915646	AC/PIANO MAINTENANCE
056242	11/10/22	GAR20	MAYRA GARCIA	60.00	0002210	REC/YOUTH BASKETBALL REFUND
056243	11/10/22	GLE30	GLENN COUNTY	30.00	4017919	PW/ANNUAL BURN PERMIT
056244	11/10/22	GLE33	Glenn County Tax Collecto	357.58	11092022	PROBERTY TAX 2022-2023
056245	11/10/22	GOL05	GOLDEN STATE EMERGENCY VE	1518.12	747014	FD/MEASURE A-ENGINE #27 MODIFICATIONS
056246	11/10/22	GRA02	GRAINGER, INC.	405.68	950016552	PW/SHOP EQUIPMENT MAINTENANCE
056247	11/10/22	GRO00	Ferguson Enterprises Inc	50553.84	1724112-4	PW/WATER,SEWER SUPPLIES & DWR SUPPLIES
056248	11/10/22	HEI01	VIRGIL HEISE	100.00	10012022	FD/JANITORIAL
056249	11/10/22	KEL01	KELLER SUPPLY COMPANY	887.80	21118787.	PW/MULTI-CHLOR (WELLS)
056250	11/10/22	KEV00	KEVIN TUPES FABRICATION	4567.31	NOV52022	PW/WELL MAINTENANCE
056251	11/10/22	LOW01	KATHERINE LOWERY	120.00	JUL-NOV22	PD/GYM REIMBURSEMENT

REPORT.: Nov 10 22 Thursday
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CITY OF ORLAND
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
056252	11/10/22	MAC02	MACQUARIE EQUIPMENT CAPIT	44.18	53981	FD/MEASURE A-PRINTER LEASE
056253	11/10/22	MAT04	MATSON & ISOM	6251.50	276, 549	Oct Billing, City Hall Switch
056254	11/10/22	MCM00	McMaster-Carr	41.02	87269493	PW/SHOP SUPPLIES
056255	11/10/22	MEZ00	JODY MEZA	250.00	11092022	LIB/OCTOBER TRAVEL TO WILLOWS & BRANCHES
056256	11/10/22	MJB00	MJB WELDING SUPPLY, INC	12.40	OCT312022	PW/CYLINDER RENTAL
056257	11/10/22	MME00	Municipal Maintenance Equ	201.55	0174924IN	PW/SEWER & VACCON PARTS
056258	11/10/22	NAP00	NAPA AUTO PARTS	255.38	10252022	FD/MEASURE A-PARTS FOR TRUCK #47
				4912.06	OCT25,22	MULTI DEPT/FLEET, PW/SHOP SUPPLIES
			Check Total.....:	5167.44		
056259	11/10/22	ORE00	O'REILLY AUTO	273.80	10282022	PD & PW/FLEET SUPPLIES
056260	11/10/22	ORH00	ORLAND HARDWARE	74.99	512375	PD/OFFICE SUPPLIES
				3796.99	OCT22PW	MULTI DEPT/MISC SUPPLIES
				341.02	10272022	FD/MEASURE A-BUILDING SUPPLIES, OFFICE SUPPLIES
			Check Total.....:	4213.00		
056261	11/10/22	ORL12	Orland-Laurel Masonic Hal	400.00	NOV2022	AC/RENT FOR DECEMBER 2022
056262	11/10/22	ORL15	Orland Saw & Mower	1119.68	47395,473	PW/PARK EQ. MAINT, SEWER & STREETS SUPPLIES
056263	11/10/22	QUI02	QUILL CORP.	193.21	28466429	PD/OFFICE SUPPLIES
				55.94	28648652	MULTI DEPTS/SUPPLIES
			Check Total.....:	249.15		
056264	11/10/22	RIV03	ISRAEL RIVERA	55.00	JUL-NOV22	PD/GYM REIMBERSEMENT
056265	11/10/22	ROL00	ROLLS, ANDERSON & ROLLS	7178.00	15544	ENGINEERING SERVICES SEP 1-30,2022
				4020.00	15544#2	ENGINEERING/DWR SERVICES SEP
			Check Total.....:	11198.00		
056266	11/10/22	SAC01	SACRAMENTO VALLEY MIRROR	738.00	1042	PLANNING/PUBLIC NOTICES MAVERIK, HIDDEN TREASURES
				172.20	1084	PLANNING/PUBLIC NOTICES MCDONALDS POLE SIGN
			Check Total.....:	910.20		
056267	11/10/22	SEI00	ROY R SEILER, C.P.A	4920.00	30533	ACCOUNTING PROFESSIONAL SERVICES
056268	11/10/22	SIM01	SIMPLOT	802.74	46995	PARKS/CHEMICALS
056269	11/10/22	SNA00	Snap-On Tools	292.00	112014420	PW/SHOP SUPPLIES
056270	11/10/22	STO04	Jeffrey G. Dunn	225.00	10/30/22	PEST CONTROL SERVICES SEPTEMBER 2022
056271	11/10/22	T-M00	T-MOBILE	29.40	10212022	LIB/WIFI HOTSPOT
056272	11/10/22	TUR01	Rae Turnbull	45.00	NOV2022	AC/WEBSITE NEWSLETTER
056273	11/10/22	UNI01	UNITED RENTALS	3872.60	96726-001	PW,DWR/SUPPLIES BUILD MAINTENANCE
056274	11/10/22	USA04	USA Blue Book	544.64	423,881	PW/WATER & DWR SUPPLIES
056275	11/10/22	VAL02	VALLEY ROCK PRODUCTS	707.34	532,628,	PW,DWR/ STREET SUPPLIES
056276	11/10/22	VAN00	VANTAGE POINT TRANSFER AG	1669.66	6552049	457 PLAN/304591
056277	11/10/22	ZIP00	ZIPS	230.00	2445	PD/TOWED ABATEMENT CAR-REPORT #220580
			Cash Account Total.....:	215382.67		
			Total Disbursements.....:	215382.67		
			Cash Account Total.....:	.00		

REPORT.: Nov 10 22 Thursday
RUN...: Nov 10 22 Time: 12:28
Run By.: Leticia Espinosa

CITY OF ORLAND
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 11-22 thru 11-22 Bank Account.: 1001

PAGE: 003
ID #: PY-DP
CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
19059	11/04/22	EDD01	STATE OF CALIFORNIA	3953.43	C21103	STATE INCOME TAX
19060	11/04/22	ESD00	STATE OF CALIFORNIA	1364.85	C21103	SDI
19061	11/04/22	OPO00	OPOA TREASURER	631.00	C21103	OPOA DUES
19062	11/04/22	STA00	STATE DISURSEMENT UNIT	83.07	C21103	GARNISHMENTS
19063	11/04/22	TEH00	UMPQUA BANK	11450.93 15360.94 3592.50	C21103 1C21103 2C21103	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	30404.37		
19064	11/04/22	UPE00	UPEC, LOCAL 792	470.19	C21103	UPEC, LOCAL 792*
			Cash Account Total.....:	36906.91		
			Total Disbursements.....:	36906.91		

REPORT.: 11/03/22
 RUN....: 11/03/22 Time: 16:35
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14465	11/03/22	11/03/22	AND00 ANDRADE, EDGAR	11-22	05-23	1327.93
14466	11/03/22	11/02/22	COX00 COX, PAYTON	11-22	05-23	165.00
14467	11/03/22	11/02/22	ESQ01 ESQUIVEL, ITZEL	11-22	05-23	165.00
14468	11/03/22	11/02/22	MAR03 MARTINS, PAULINA	11-22	05-23	180.00
14469	11/03/22	11/02/22	STO00 STORY, ZACHARY	11-22	05-23	67.50
14470	11/03/22	11/02/22	VON01 VONBARGEN, BRENT	11-22	05-23	486.24
14471	11/03/22	11/02/22	WAT04 WATHEN, MIDASIA	11-22	05-23	90.00
Z05694	11/03/22	11/02/22	ALV01 ALVA, MICAELA	11-22	05-23	2027.61
Z05695	11/03/22	11/02/22	AND00 ANDRADE, EDGAR	11-22	05-23	2940.87
Z05696	11/03/22	11/02/22	BIA00 BIANCHINI, ANN	11-22	05-23	178.50
Z05697	11/03/22	11/02/22	BOW00 BOWERS, LINDA	11-22	05-23	408.00
Z05698	11/03/22	11/02/22	CAR03 CARR, PETER R	11-22	05-23	6153.85
Z05699	11/03/22	11/02/22	CES00 CESSNA, KYLE A	11-22	05-23	4168.00
Z05700	11/03/22	11/02/22	CHA01 CHANEY, JUSTIN	11-22	05-23	4633.08
Z05701	11/03/22	11/02/22	COR00 CORTEZ, JOVANY	11-22	05-23	997.09
Z05702	11/03/22	11/02/22	CRA00 CRANDALL, JEREMY	11-22	05-23	2538.24
Z05703	11/03/22	11/02/22	ESP00 ESPINOSA, LETICIA	11-22	05-23	2277.99
Z05704	11/03/22	11/02/22	FEN03 FENSKE, JOSEPH H	11-22	05-23	2988.20
Z05705	11/03/22	11/02/22	FLO00 FLORES, JOSE D	11-22	05-23	3166.62
Z05706	11/03/22	11/02/22	FUL00 FULLMORE, KRISTOPHER	11-22	05-23	3389.45
Z05707	11/03/22	11/02/22	GAM00 GAMBOA, YADIRA	11-22	05-23	302.10
Z05708	11/03/22	11/02/22	GUE01 GUERRERO, DEYSY D	11-22	05-23	2596.16
Z05709	11/03/22	11/02/22	GUE02 GUERRERO, JORGE	11-22	05-23	2234.12
Z05710	11/03/22	11/02/22	HAR00 ZOLLERHARRIS, TRAVIS	11-22	05-23	2019.62
Z05711	11/03/22	11/02/22	JOH01 JOHNSON, SEAN KARL	11-22	05-23	4702.27
Z05712	11/03/22	11/02/22	LOW00 LOWERY, KATHERINE	11-22	05-23	3788.18
Z05713	11/03/22	11/02/22	MAR02 MARTINDALE, RYAN EUGENE	11-22	05-23	3715.12
Z05714	11/03/22	11/02/22	MAR04 MARTINEZ, IRMA	11-22	05-23	136.00
Z05715	11/03/22	11/02/22	MEJ00 APARICIO, LILIA MEJIA	11-22	05-23	2664.90
Z05716	11/03/22	11/02/22	MEZ00 MEZA, JODY L	11-22	05-23	3859.13
Z05717	11/03/22	11/02/22	MIL00 MILLS, DARYL A	11-22	05-23	3209.52
Z05718	11/03/22	11/02/22	MON03 MONDRAGON, MEAGAN N	11-22	05-23	1406.19
Z05719	11/03/22	11/02/22	MOR03 MORECI, RORY	11-22	05-23	60.00
Z05720	11/03/22	11/02/22	MYE00 MYERS, KEVIN	11-22	05-23	658.54
Z05721	11/03/22	11/02/22	OLI00 OLIVER, LINDA	11-22	05-23	229.50
Z05722	11/03/22	11/02/22	OVA00 OVARD, CONNOR	11-22	05-23	61.20
Z05723	11/03/22	11/02/22	PAI01 PAILLON, MICHAEL	11-22	05-23	2549.21
Z05724	11/03/22	11/02/22	PAN00 PANIAGUA, BLANCA A	11-22	05-23	698.82
Z05725	11/03/22	11/02/22	PEN01 PENDERGRASS, REBECCA A	11-22	05-23	3090.00
Z05726	11/03/22	11/02/22	PER00 PEREZ, MARGARITA T	11-22	05-23	2006.14
Z05727	11/03/22	11/02/22	PIN00 PINEDO, EDGAR ESTEBAN	11-22	05-23	3264.02
Z05728	11/03/22	11/02/22	POR00 PORRAS, ESTEL	11-22	05-23	1914.97
Z05729	11/03/22	11/02/22	PUN00 PUNZO, GUILLERMO	11-22	05-23	2283.68
Z05730	11/03/22	11/02/22	PUR01 PURCHASE, HEATHER	11-22	05-23	1575.44
Z05731	11/03/22	11/02/22	RIC01 RICE, GERALD W	11-22	05-23	2193.88
Z05732	11/03/22	11/02/22	RIV00 RIVERA, ISRAEL	11-22	05-23	1692.27
Z05733	11/03/22	11/02/22	ROD00 RODRIGUES, ANTHONY	11-22	05-23	2535.61
Z05734	11/03/22	11/02/22	ROE00 ROENSEPIE, THOMAS LUKE	11-22	05-23	4371.79
Z05735	11/03/22	11/02/22	ROM00 ROMERO, ARNULFO	11-22	05-23	3064.34
Z05736	11/03/22	11/02/22	SAN02 SANDOVAL, LUCILA	11-22	05-23	1901.97
Z05737	11/03/22	11/02/22	SCH03 SCHMITKE, JENNIFER	11-22	05-23	2592.69
Z05738	11/03/22	11/02/22	SHA02 SHANNON, KYLE ANTHONY	11-22	05-23	757.50
Z05739	11/03/22	11/02/22	STE01 STEWART, ROY E	11-22	05-23	2944.75
Z05740	11/03/22	11/02/22	SUA02 SUAREZ, BRYAN E	11-22	05-23	2097.71
Z05741	11/03/22	11/02/22	SUT00 SUTTON, BRANDON KIJANA	11-22	05-23	1675.84
Z05742	11/03/22	11/02/22	SWI00 SWINHART, ROBERT	11-22	05-23	1970.36
Z05743	11/03/22	11/02/22	VAL00 VALENZUELA, BRENDA	11-22	05-23	316.54
Z05744	11/03/22	11/02/22	VLA00 VLACH, RAYMOND JOSEPH	11-22	05-23	5061.08
Z05745	11/03/22	11/02/22	VON00 VONASEK, EDWARD J	11-22	05-23	4383.93

124934.26

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD NOVEMBER 1, 2022

CALL TO ORDER

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

Meeting opened with Pledge of Allegiance led by Vice Mayor Jeffrey Tolley.

ROLL CALL

Councilmembers present:	Councilmembers Bruce Roundy, Chris Dobbs, Billy Irvin, Vice Mayor Jeffrey Tolley and Mayor Dennis Hoffman
Councilmembers absent:	None
Staff present:	City Manager Pete Carr; Assistant City Manager/Director of Administrative Services Rebecca Pendergrass; City Clerk Jennifer Schmitke; City Engineer Paul Rabo; Police Chief Joe Vlach; City Treasurer Letty Espinosa
Staff via Zoom:	Fire Chief Justin Chaney and Public Works Director Ed Vonasek

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS:

Jenny Scheer, Chico resident, shared how she has been involved the last few years working with a group of landowners and farmers in the area on an annexation project into the Orland Artois Water District. The project would bring surface water to the landowners to serve them where they currently only have access to groundwater. Ms. Scheer spoke about the Colusa Subbasin (Colusa and Glenn Counties) and Glenn Groundwater Authority, where Councilmember Roundy is the representative, working together on a grant application to the Department of Water Resources (DWR) that could bring funding to the area potentially to help landowners and farmers without water. Ms. Scheer asked Council to consider adding a letter of support for Glenn Water Ground Authority to a future agenda item.

Mayor Hoffman asked, for the record, where Orland Artois Water District received their water. Ms. Scheer stated that the Orland Artois Water District is a CVP (Central Valley Project) service contractor where water comes from Lake Shasta.

Council was in agreeance and directed City Manager Pete Carr to add the letter as a future agenda item.

CONSENT CALENDAR

- A. Warrant List (payable obligations)
- B. Approve City Council Minutes for October 18, 2022
- C. AB361 Compliance
- D. Vacation of a Portion of Central Street (Agreement and Resolution)
- E. Receive and file Recreation Commission minutes of June 22, 2022

Councilmember Billy Irvin pulled Item D and Vice Mayor Jeffrey Tolley pulled Item E from the consent calendar.

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

Councilmember Irvin asked if all the businesses on the portion of Central Street that is being vacated were notified and agreed on the new easement. City Manager Pete Carr shared he had personally spoken to the two business owners on the street and they were in agreement. Mr. Carr stated that the City could get an agreement between the two businesses in writing before going forward.

Action: Councilmember Irvin moved; Councilmember Dobbs seconded to table Item D until the City receives a written letter of acknowledgement from both business owners about the easement. The motion carried by a voice vote 5-0.

Vice Mayor Tolley questioned the math on the Recreation Commission minutes regarding the skate park surveys. Mayor Hoffman stated that the minutes from the Recreation Commission can only be changed at the Recreation Commission meeting.

Action: Councilmember Irvin moved, Vice Mayor Tolley seconded to table Item E until the correction is considered to the Recreation Commission minutes of the June 2022 meeting. The motion carried by a voice vote 5-0.

ADMINISTRATIVE BUSINESS

A. PENSION FUNDING UPDATE & PUBLIC SAFETY CENTER FUNDING OPTIONS

Jeffrey Small, Capitol PFG Consultant reported to Council on results from the 2022 Pension Obligation Bond (POB) noting a net savings of approximately \$70,000 to date. Mr. Small briefly advised Council on options for risk management of potential future pension obligations as well as advised the City on objectives of planning for funding of a Public Safety Center (PSC).

Mr. Small spoke about Section 115 Irrevocable Exclusive Benefit Trust (Pension Trust) which would be used exclusively for reimbursing or paying pension benefits and for accumulating funds to help buffer against future pension costs. Mr. Carr stated that some cities around the Orland region are using the Section 115 as their main tool for pension cost management, reminding Council that not everyone went with the POB like Orland. Mr. Small stated that the Pension Trust is discretionary and can be established at any time.

Mr. Small spoke briefly on using Section 115 Trust for Capital Reserves, that they are an excellent way to set aside money for capital needs such as a PSC.

Councilmember Roundy agreed that the Capital Reserve funding is a great way to protect Measure A funding, making sure the money is protected from future councils using money inappropriately that was set aside for public safety. Councilmember Roundy liked that the Capital Reserve will be set aside and specifically used for the future Public Safety Center when the City is ready.

Councilmember Irvin asked what happens to the money set aside into the Capital Reserve if the economy goes into another recession and the City is in desperate need of the money, asking if Council can vote to disregard trust parameters. Mr. Small explained that with Capital Reserves the City would set up a policy defining how funds would be used such as capital improvements or safety center. Mr. Small shared that limits or constraints can be added when defining the City's policy.

Councilmembers asked questions and shared concerns about the Capital Reserve. Mr. Carr shared that both Fire and Police Chiefs are very supportive of this concept to help with the future of the Public Safety Center.

B. TREASURER AND INVESTMENT COMMITTEE REPORT

City Treasurer Leticia Espinosa updated Council on the City's quarterly investment reports. Ms. Espinosa met multiple times with the City's Investment Committee who advised Ms. Espinosa on the City's investment portfolio and debt management. Ms. Espinosa asked Council for authorization to utilize cash resources to pay down or off two lease agreements (loans) before their maturity date. Ms. Espinosa went over both loans giving the payoff amounts and shared what the City would be saving by paying them off early. Ms. Espinosa stated neither agreement has an early payoff penalty.

1. Blue Frog wastewater treatment pond aerators @ 5% interest with current expiration 2024; City will save \$9,448.71 in avoided interest plus two annual fees for personal property tax (\$7500 per year) for a total savings \$24,448.71. Payoff is \$ 251,568.36. Note that the Blue Frog project is a Sewer Fund expense.
2. Fire Ladder Truck @ 3% with current expiration of 2026, saving \$15,086.02 in avoided interest. Payoff is \$300,262.24. Note that the Ladder Truck is a Measure A / Public Safety Fund expense.

Ms. Espinosa asked Council to consider approving two Certificates of Deposit (CD) from Northern California National bank. Ms. Espinosa stated she has done research on rates for alternative investment funds and explained that the City could be reallocating \$1 million into one 12-month (CD) at 1.75% interest and \$1 million into one 24-month CD at 2.00%.

Mayor Hoffman shared his support for paying off the two loans early and using the savings from the paid off loans for new City investments.

Mr. Carr asked Council to consider the approval on the recommendation that would authorize the City Treasurer to utilize current cash assets to pay off all or a portion of the proposed lease agreement. Mr. Carr clarified for the Council that neither agreement affects the General Fund.

Councilmember Irvin asked if there are different rates or limits for personal and business funds. Ms. Espinosa responded that personal and public funds have different rates.

Councilmember Roundy mentioned that part of the funds being invested into the two new \$1 million CD's were from matured CD's (\$600,000 each) and felt it was important that the City use the matured CD's to reinvest back into new investments.

Councilmember Dobbs moved, Vice Mayor Tolley seconded to authorize Treasurer to utilize current cash assets to pay off all or a portion of the proposed lease agreement indebtedness. The motion carried by a roll call vote 5-0.

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

C. WATER & SEWER RATES

City Engineer Paul Rabo presented to Council the annual review and possible adjustment of water and sewer rates. Mr. Rabo briefly went over highlights of what utilities the Public Works Department is responsible for.

Mr. Rabo explained that the City can use two different indexes to adjust rates; one being the Consumer Price Index (focuses on maintenance and operation cost of utility systems) which has shown over the last year a 4.8% increase in water and sewer rates and the other being the Engineering News Record (which focuses on construction costs) which has shown an increase of 5.7% over the last year.

Mr. Rabo stated that staff does not recommend increasing the bi-monthly water rates this year but to maintain last year's rate which would stay \$63.31 (for two months) for residents inside City Limits and \$126.63 (for two months) for residents outside City limits. Mr. Rabo shared that for sewer rates staff is recommending increasing the bi-monthly sewer rates from \$61.61 to \$64.57 for residents inside City limits and for residents outside City limits rates would change from \$123.22 to \$129.13.

Mr. Rabo shared that the increased revenues would be put toward projects shown in the Capital Improvement Plan (CIP) and maintenance operations.

Councilmember Roundy suggested that the City continue its current policy on raising rates incrementally as well as keep the CPI the same as it has done historically. Councilmember Roundy stated now is not the time to stop increasing rates as costs are going up for the infrastructure.

Councilmember Irvin asked about the revenue that would be increased with the 4.8%. Mr. Rabo stated that the bulk on the revenue would be coming from the bi-monthly rate. Councilmember Irvin stated that he felt the amount that is being increased is so minimal that in the economy/inflation that people are in currently, asking people to pay a little more to only bring a small amount of revenue into the City's funds to fund million-dollar problems is not the right direction the City should be going right now. Councilmember Irvin asked that since the City is saving money paying off the Blue Frog, if the City could hold off on raising sewer rates for another year.

Mr. Rabo stated that in 2014 the City did a water analysis and passed a resolution on set increments that the rates for water and sewer would go up each year, and once those years passed the next resolution stated water rates would go up by the CPI. Mr. Irvin asked why the City is not increasing both water and sewer rates. Mr. Rabo stated that the City can also agree in increase water rates by 4.8%.

Mr. Carr stated that it is Council's policy that both rates for water and sewer went up significantly three years in a row then after that the rates would increase by the CPI and that it was his decision to stray go away from the current policy. Mr. Carr felt that so many planned projects were being funded or partially funded by state and federal grants which took a lot of pressure off of the rate increases. Mr. Carr stated he felt that the City could go a year without increasing the water rates and the City would still be financially fine. Mr. Carr mentioned that the 180 residents that are being connected as part of the DWR project had all been quoted the current rates and that it would be nice to not change the rates before they are connected.

Councilmember Dobbs asked if City residents will be hearing about Prop 218 next year if Council would still make the decision to increase rates. City Attorney Greg Einhorn stated that Prop 218 requires notice to all property owners of rates, the study, the justification as to the increase. Property owners are then given a certain amount of time to object to the increase, if the majority of property owners object then the rates do not go into effect. Councilmember Dobbs asked if \$860,000 in sewer reserves would cover something that unexpectedly happened having to do with sewer, Mr. Rabo stated the City could probably go a year and be fine. Public Works Director Ed Vonasek felt that the reserve funds for sewer would be adequate for one year as long as nothing catastrophic goes wrong.

Vice Mayor Tolley stated he approved of the recommendation to only raise sewer rates, sharing he felt that residents will not be happy about raising the water rates.

Mayor Hoffman shared that he was on the Council when the City decided to raise rates dramatically. At that time Council had decided to raise the rates because the City was putting out more money to pump water than what they were collecting from residents. Mayor Hoffman state he felt that the City must continue to build reserves and increase rates annually, so residents understand that the cost to produce water is incrementally increasing.

Mr. Rabo explained if the CPI was raised on water the 4.8% the water rates would go from \$63.31 to \$66.35 inside City limits and the rates outside City limits would go from \$126.63 to \$132.71 for the bi-monthly bill. Mr. Carr shared the revenue increase resulting from the 4.8% for water would be about \$90,000 and \$68,000 for sewer.

Councilmember Dobbs moved, seconded by Councilmember Roundy to approve 2023 water and sewer rate increases of 4.8%. The motion carried by a roll call vote 3-2.

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

D. VERBAL UPDATE ON DROUGHT CONDITIONS AND WATER SUPPLY PROJECT

City Manager Pete Carr provided an update on reported dry wells, stating there have been 3 new wells reported since the last City Council meeting. Currently the total of dry or at-risk wells being reported this year is 123. The total number of wells affected for this drought is now listed at 420.

Mr. Carr shared with Council that connections within City Limits are in progress (phase 1). Currently City and DWR engineers are working to get the contracts out to bid by this fall.

Mr. Carr stated that the City's municipal wells remain stable. Mr. Carr stated the October well usage reports were not available, but he will make sure to have the report at the next Council meeting.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Roundy:

- Will be attending the Glenn Groundwater Authority meeting November 14, 2022.
- The Arts Commission has a music presentation November 4, 2022.
- Will be attending the Transportation and Transit November meeting.

Councilmember Dobbs:

- Nothing to report.

Councilmember Irvin:

- Shared that his family attended Treat Street and they noted it was a great turn out.

Vice Mayor Tolley:

- Attended the GSRMA meeting October 21, 2022.

Mayor Hoffman:

- Will be attending the Chamber of Commerce meeting October 19, 2022.

MEETING ADJOURNED AT 8:16 P.M.

Jennifer Schmitke, City Clerk

Dennis G. Hoffman, Mayor

Recreation Commission

Karen Baldrige, Chair
Shannan Ovard, Vice Chair
Larry Carmona
Joser Rosales
Jason Ovitz



**City of Orland
Recreation Commission Minutes
June 22nd, 2022, 6:30pm**

1. CALL TO ORDER – 6:30 p.m.

Meeting called to order by Chairperson Baldrige at 6:32pm

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Commission members present – Chair Karen Baldrige, Vice Chair Shannan Ovard, Commissioner Joser Rosales.

Commission members absent – Commissioner Ovitz and Carmona

Staff members present – Recreation Director Joe Fenske

4. ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments:

Any person may address the Recreation Commission at this time upon any subject within the authority of the Recreation Commission; however, public is advised to limit discussion to one presentation per individual. Please state your name and address for the record.

No citizen comments at this time.

5. CONSENT CALENDAR

A. Approve March 23rd, 2022, Recreation Commission minutes.

Vice Chair Ovard moved, seconded by Commissioner Rosales to approve consent calendar. Motion carried 3-0.

6. ADMINISTRATIVE COMMUNICATIONS, REPORTS, AND ACTIONS

A. Skate Park Update – Vice Mayor Tolley

Vice Mayor Tolley presented to the Commission the results from the survey that was sent out through the school district. 257 surveys were returned 85% of the surveys supported a skate park in Orland. Vice Mayor Tolley highlighted positive and negative responses that were written in on the survey. 85% of the responses said they would or someone they know would use the skate park. Orland residents Deborah Fogarty, Dianna Graves and Leilani Miller spoke in favor of the skate park. The Commission discussed how this survey didn't accurately represent the residents of Orland as it was sent out to the schools in the Orland District. Recreation Commission wanted cost estimates of a skate park. Recreation Director Joe Fenske provided information on the current project list and funding allocated for Recreation projects that was approved by City Council on February 1st, 2022. After an in-depth discussion the Recreation Commission is recommending the following to City Council; move forward with more information; City staff does a City resident survey, including cost estimate of skate park, bring forward possible locations for skate park, and city provides minimal cost not to exceed 5% of total project cost. Commissioner Ovard made motion and Commissioner Rosales seconded. Motion carried 3-0.

B. Summer Programs and Activities Update – Recreation Director Joe Fenske

Recreation Director Joe Fenske updated the commission on all summer programs. Mr. Fenske stated all programs are running smoothly and program numbers are up from previous years. Mr. Fenske stated the Parent Code of Conduct that was implemented this year has helped solve some of the issues in the past. Mr. Fenske stated that he did have to implement the Code of Conduct in adult basketball but overall, it is helping. Mr. Fenske said partnership camps with Orland High School are going extremely well.

7. COMMISSIONER REPORTS

A. Miscellaneous reports if any from commissioners.

None at this time.

8. ADJOURNMENT

Meeting adjourned at 8:19pm

**CITY OF ORLAND ARTS COMMISSION
MINUTES**

October 19, 2022

The Wednesday, October 19, 2022 meeting was called to order at 7:02 PM by Chairman Rae Turnbull at the Orland Art Center. Commissioners present were: Jill & Steve Elliott, Mason Greeley, Paddy Turnbull, and Council Liaison Bruce Roundy. Absent: Commissioners Mary Rose Kennedy and Jim Scribner. The minutes of the September 28th meeting were approved as emailed with no corrections or additions (motion made by Paddy Turnbull, seconded by Steve Elliott - motion carried). The Financial Report covering September 1 ~ 30, 2022 provided by Letty Espinosa was reviewed and filed for audit.

COMMISSIONER REPORTS AND UPDATES:

- (1) Commissioner Rae Turnbull reported on the overwhelming response to the opening of the Orland Art Center's auxiliary gallery that houses the beginnings of the City of Orland's Permanent Collection of Fine Art. And Rae stated that we are the only city of our size in the Northstate to have its own Fine Art collection in a museum setting for the entire community to enjoy for free.
- (2) Commissioner Rae Turnbull reported that Oscar's Signs recently installed a brand new "Orland Art Center" sign on the southeast corner of the building and shared that the materials used in the new sign will wear much longer than the previous sign.
- (3) Commissioner Rae Turnbull reported that Spencer and Jackson Talley are the newest member of the Arts Commission's "Young Musicians Outreach Program". These are musicians, between the ages of 14 and 18, who have passed the auditions to play the music on the Gallery's baby grand piano during the Artists Receptions. The brothers will perform at the next special event on November 4, 2022

ITEMS FOR DISCUSSION AND ACTION:

- (1) Commissioner Paddy Turnbull shared a copy of the North State Visitors Guide, a local print publication highlighting places to visit and things to do in our region and suggested that the Gallery advertise in the publication. Paddy will gather information regarding cost to run an ad and printing schedule for this publication and present it at a future meeting.

There being no further business, the meeting adjourned at 7:49 p.m.

Next scheduled meeting: Wednesday, November 16, 2022 at 7:00 p.m.

Respectfully submitted by Jill Elliott and Rae Turnbull

CITY OF ORLAND
ECONOMIC DEVELOPMENT COMMISSION MEETING
May 10, 2022

1. CALL TO ORDER

The meeting was called to order by Chairperson Lane at 6:00 pm.

2. PLEDGE OF ALLEGIANCE – led by Commission Secretary Rebecca Pendergrass.

3. ROLL CALL

Present: Ron Lane, David Allee, Russell Pierce, and Mathew Romano

Absent: None

Councilmembers: Jeff Tolley

Staff: Pete Carr, Rebecca Pendergrass

4. ORAL AND WRITTEN COMMUNICATIONS

None

5. CONSENT CALENDAR

A. Approval of the March 8, 2022 minutes

B. Compliance with AB361

Moved by Commissioner Allee, seconded by Commissioner Pierce, motion carried to approve the consent calendar as presented. 4-0-0-0 Ayes: Commissioners Allee, Pierce, Lane and Romano; Noes: None; Abstain: None; Absent: None. Motion carried.

6. ITEMS FOR DISCUSSION OR ACTION

A. ARPA Funds (Verbal Update) – Pete Carr, City Manager

City Manager Carr informed the Commission that the City Council approved the recommendation from the Commission that some ARPA funds be utilized to install Electronic Vehicle (EV) charging stations. The recommendation to also add water and sewer utilities down from Commerce Lane to County Road 16 on the west side of I-5 was also approved. The updated ARPA Funds worksheet (Attachment A) was distributed to the Commission.

B. Cannabis Business Consideration – Pete Carr, City Manager

City Manager Carr provided a brief overview of current jurisdictions that allow for marijuana dispensaries, specifically Shasta Lake and Shasta County. Zoning has allowed for local control of location, operation, traffic, appearance, signage, etc.

Shasta Lake reports there is more crime at their local Rite Aid and liquor store, and they (to date) have not had one call for service at a dispensary. Customers pay 7.25 percent sales tax and a 6 percent special tax on cannabis purchases. The special sales tax that is collected funds public safety. The local chamber and neighboring businesses have been welcoming to the cannabis businesses and have not reported any significant issues.

Recommendations from Shasta Lake include holding community roundtables to gather input from community stakeholders, ensure tax measure allows for sliding scale and use zoning to control and enforce standards.

April Hine, FNL Coordinator, provided handouts to the commission (Attachment B). The handouts included data from surveys of Orland students in regard to drug and alcohol use. Ms. Hine stated that dispensaries sell more harmful products than just “bud” as some products such as “wax” have a very high concentration of THC. Ms. Hine stated that the community will not be supportive of this type of business and that the anticipated revenue is never as high as expected and it is not worth the risk to the youth in the community.

Further discussion was tabled to the next meeting to allow Chief Vlach to be in attendance. The Commission discussed trying to engage the community in conversation regarding this topic via community roundtable meeting.

Moved by Chairperson Lane, seconded by Commissioner Allee, motion failed to recommend to City Council to establish a community roundtable for this topic. 2-2-0-0
Ayes: Commissioners Allee and Lane; Noes: Commissioners Pierce and Romano;
Abstain: None; Absent: None. Motion failed.

Commissioner Allee suggested this agenda topic be dropped from future agendas as the previous motion to establish a community meeting failed. Upon further discussion the Commissioners agreed, stating that the topic can be reintroduced if interest peaks again.

C. Potential for Joint City Council – Economic Development Commission – Planning Commission Meeting

City Manager Carr informed the Commission that an email was sent regarding their availability for upcoming dates and times. Potential agenda items include but are not limited to;

- i. Review the general plan, zoning types;
- ii. Suggestions to Council for priority projects;
- iii. Streetscapes project discussion.

7. STAFF REPORTS

City Manager update on:

A. General business and economic news

City Manager Carr informed the Commission that West Mitsubishi received façade improvement funds for fencing enhancements. Butte College Glenn Center has a ribbon cutting ceremony set for August 10, 2022. Residents will be able to earn their Associates Degree without leaving Orland. A walking tour of the new facility is available for those interested. Classes at the new center will begin in the fall. Maverik and McDonalds are hoping to break ground in June. The Sunny Truck Wash project is experiencing difficulties with getting their site plans approved. Orland Park I is experiencing delays due to Caltrans. Farwood is expanding into the building next to the current restaurant, expansion to include an event center.

8. COMMISSIONER REPORTS


Chairperson Lane participated in the OHS Auto Show last weekend. Next year's show is scheduled for the first Saturday of May 2023.


9. FUTURE AGENDA ITEMS

None

10. ADJOURN – 8:16 pm

Respectfully Submitted,


Rebecca Pendergrass, Staff Support


Ron Lane, Chairperson

Proposed Use of ARPA Funds Worksheet

City of Orland approved 4.5.22

Updated 5.10.22

red = approved and done or in progress; blue = approved; black = not yet approved

Revenue from ARPA (sales tax backfill)		\$1,872,000	
General Fund fiscal stabilization		\$200,000	
Measure A Fund Public Safety fiscal stabilization		\$100,000	
ARPA Funds Available for Expenditure		\$1,572,000	
Use of Funds		Approved	Proposed
1	Radio signal upgrades for OPD and OVFD (M-A)	\$60,000	
2A	OPD/City Hall roof and floor repairs	\$120,000	
2B	Library roof and HVAC repairs -- match State	\$80,000	
3	Evidence storage & security improvements (M-A)	\$80,000	
4	Public Safety Facility Security and IT upgrades (M-A)	\$160,000	
5	Cost share sewer lift station @ Cortina Drive	\$145,000	
6	Extend westside I-5 water & sewer to CR16	\$300,000	
7	Construct EV charging stations in town	\$50,000	
8	Façade Improvement program	\$30,000	
9	Streetscapes (benches, planters, streetlamps, etc.)		\$200,000
10	Lely ballfield lighting LED lamps (1 field per year)	\$85,000	\$85,000
11	Pump track -- match Park & Rec DIF	\$12,000	
12	Orland Area Chamber of Commerce equip/supplies	\$7,000	
13	Arts Commission revenue backfill	\$3,000	
14	Construct welcome sign at east end of City	\$30,000	
15	Replace financial software (1/2 GenFund, 1/2 Utilities)	\$50,000	
16	Loan payoff: 5th St parking lot		\$70,000
17	Leverage for business/city advertising tower @ I-5		\$0
Total Lines 1-16		\$1,212,000	\$355,000

Total Remaining:

\$360,000

M-A = charged to Measure A Public Safety Fund



Orland City Council
 Orland Economic Development Commission
 815 4th Street
 Orland, CA 95963

May 2, 2022

To Whom It May Concern,

Five months ago youth from Orland came to the City Council and discussed vaping and its impact on youth. Although we did not get an ordinance banning flavored products passed, we did educate the members of the City Council on flavors, vaping devices and how Big Tobacco targets youth. But did you know that Big Tobacco is also part of the cannabis industry? Big tobacco companies are buy their way into the Cannabis industry and similarly they are NOT targeting adult users with products that look, taste and smell like candy, but young people. Cannabis devices and products are designed with a young person in mind and are sold in dispensaries, but youth have access.

Not only are we opposed to flavored tobacco products but also to brining in and allowing a new danger to youth; a cannabis dispensary. Products like gummies, drops, tinctures, crackers, cookies, wax and cartridges would become more accessible by older others and dealers. Marijuana that is sold in dispensaries NOW is not the Marijuana form the 60's and 70's. Do you know what shatter is or what dabbing is? Marijuana use with high rates of THC has been linked to psychosis and other mental health disorders, and these products would be sold in dispensaries, there is so much more to this industry than the bud.

The Glenn County FNL Youth Council asks you to not allow dispensaries. There are so many other businesses that would generate revenue; like a motel, a movie theater, or restaurants. We thank you for taking time to learn more about cannabis, vaping and youth before you make any decisions and also for your consideration on not brining this business to the City of Orland. For more information on cannabis and dispensaries, here are a couple of great websites with lots of data: <https://nopotshops.com/isnt-it-just-marijuana>, and <https://nopotshops.com/keep-the-ban>. We greatly appreciate your dedication to keeping youth safe and protected in our great city.

Sincerely,

Arnell Arzuces *Pratik Bhargava* *Brooklyn E.*
[Signature] *[Signature]* *[Signature]*
Skylar Millsaps *[Signature]* *Babaldew* *Theresa* *Stephanie Sabayan*

The Glenn County FNL Youth Council



Glenn County Alliance for Prevention

April 28, 2022

To Whom It May Concern:

The Glenn County Alliance for Prevention (GCAP) was founded in 2018 with the mission to engage and partner with others in the community to enhance wellness through education and prevention strategies. Our goal is to work for a safe and healthy future for youth, families and individuals that live in Glenn County.

It has come to our attention that a discussion is happening about bringing a Cannabis Dispensary to Orland. The Glenn County Alliance for Prevention GCAP coalition is opposed to having any dispensaries in Glenn County based on these key points:

While there can be possible positive economic development impacts to allowing Cannabis dispensaries, there can be unintended consequences that have risks and costs to the community. These can include:

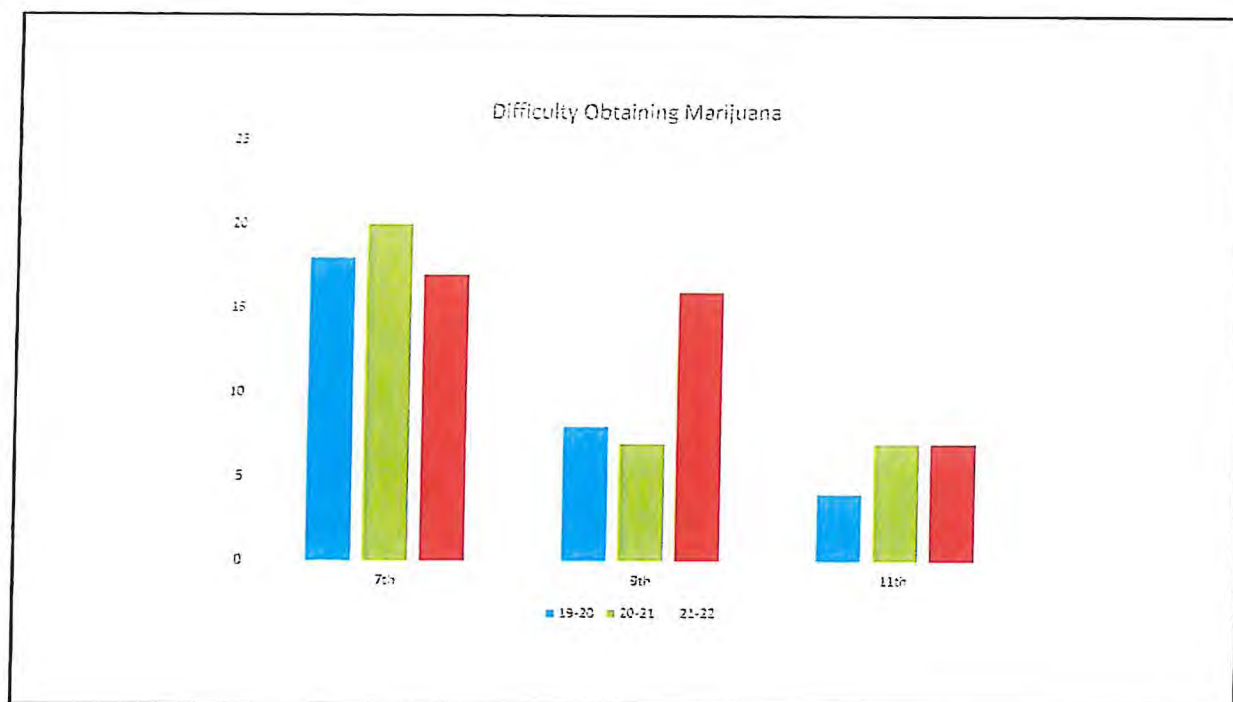
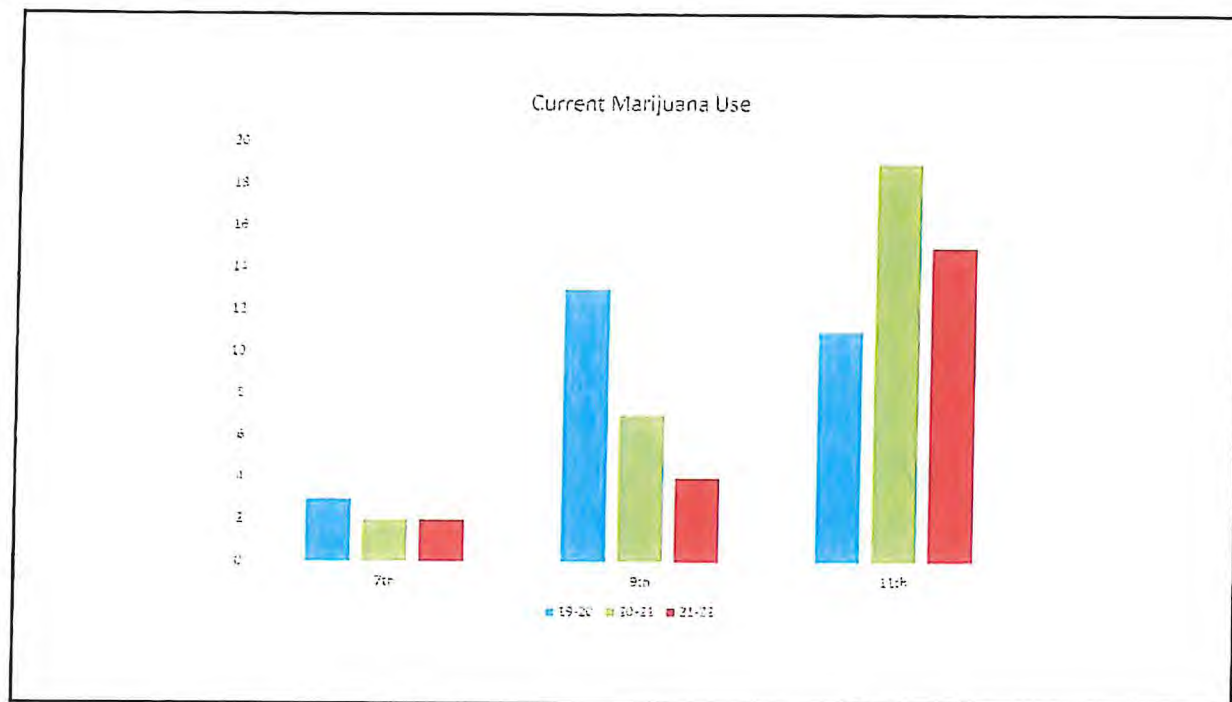
- Higher rates of fatalities while driving under the influence of THC.
http://www.wso.wa.gov/breathtest/docs/webdms/DRE_Forms/Publications/drug/Human_Performance_Drug_Fact_Sheets-NHTSA.pdf
- An increase in marijuana poisonings and hospital visits for children.
<https://www.news-medical.net/news/20220107/ED-visits-for-pediatric-poisonings-increased-nine-times-following-cannabis-legalization.aspx>
- Studies show an Association between Cannabis use and Mental and Physical Consequences.
<https://www.omicsonline.org/open-access/marijuana-violence-and-law-2155-6105-S11-014.pdf>
- Research shows that as young people have more access to Cannabis they experience; School difficulties, problems with memory, increased aggression, use of other drugs and alcohol, worsening or underlying mental health conditions and interference with prescribed medication.
https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Marijuana-and-Teens-106.aspx

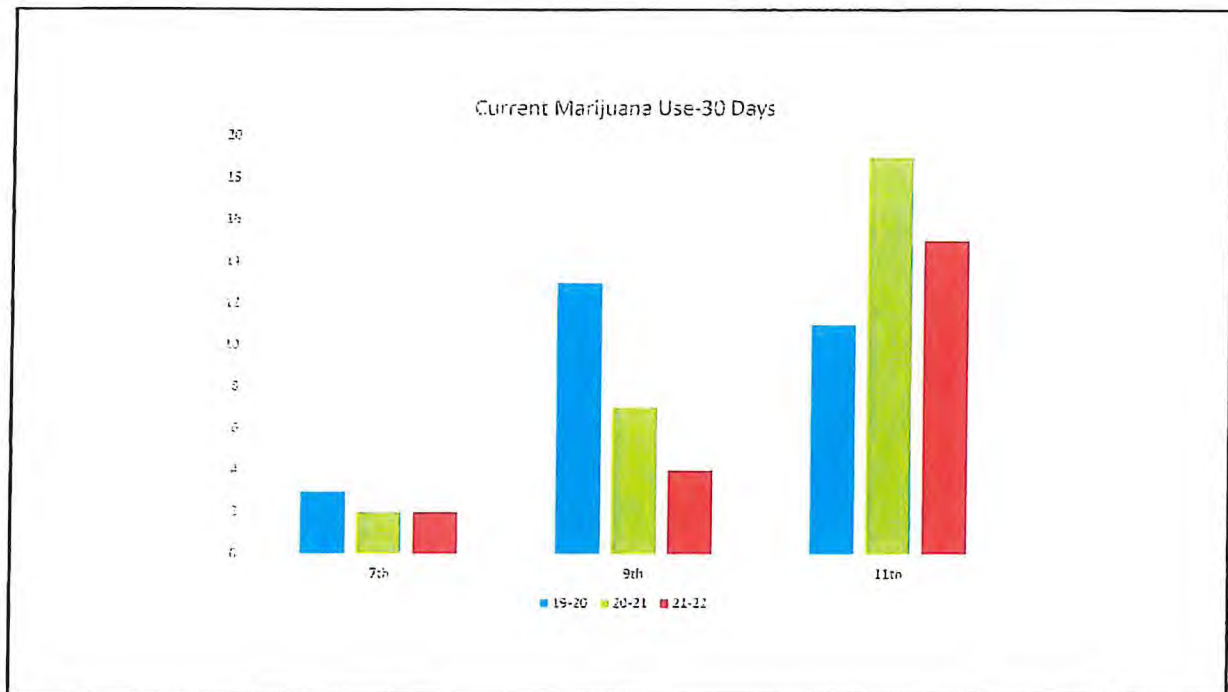
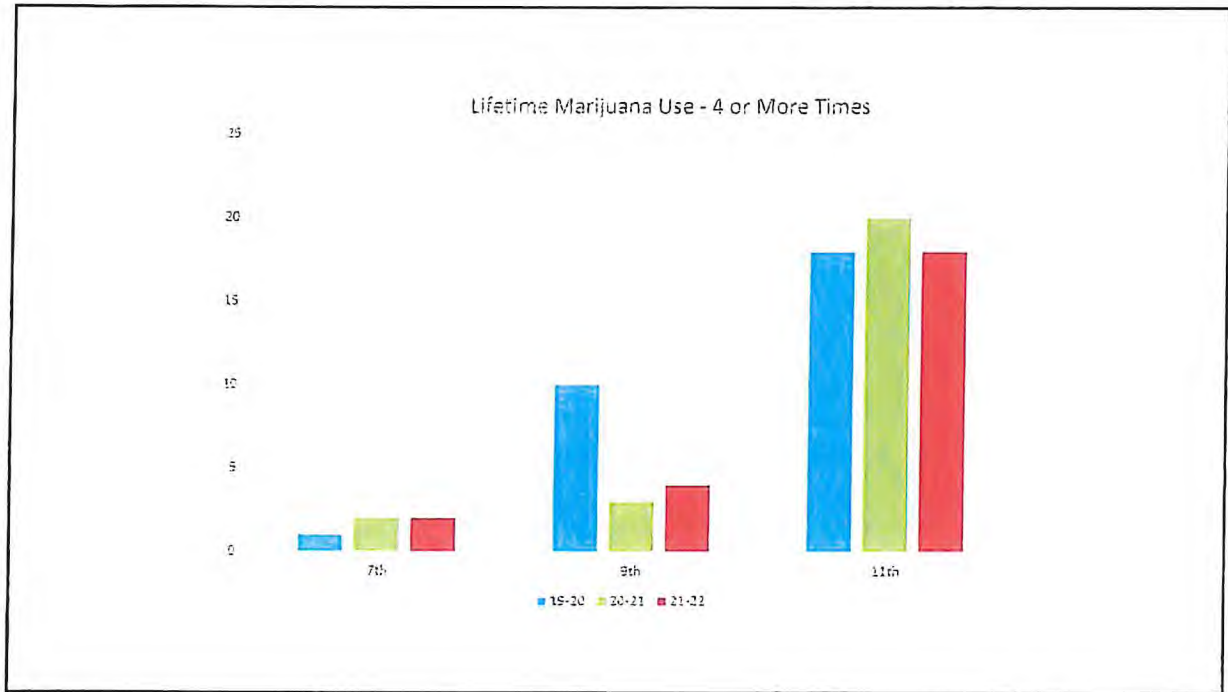
We respectfully ask the Economic Development Commission and the Orland City Council to also oppose dispensaries in Orland, and continue to focus on businesses and growth that will benefit all citizens of this city. Business that will protect our youth so they can continue grow up in a community that values health and wellbeing.

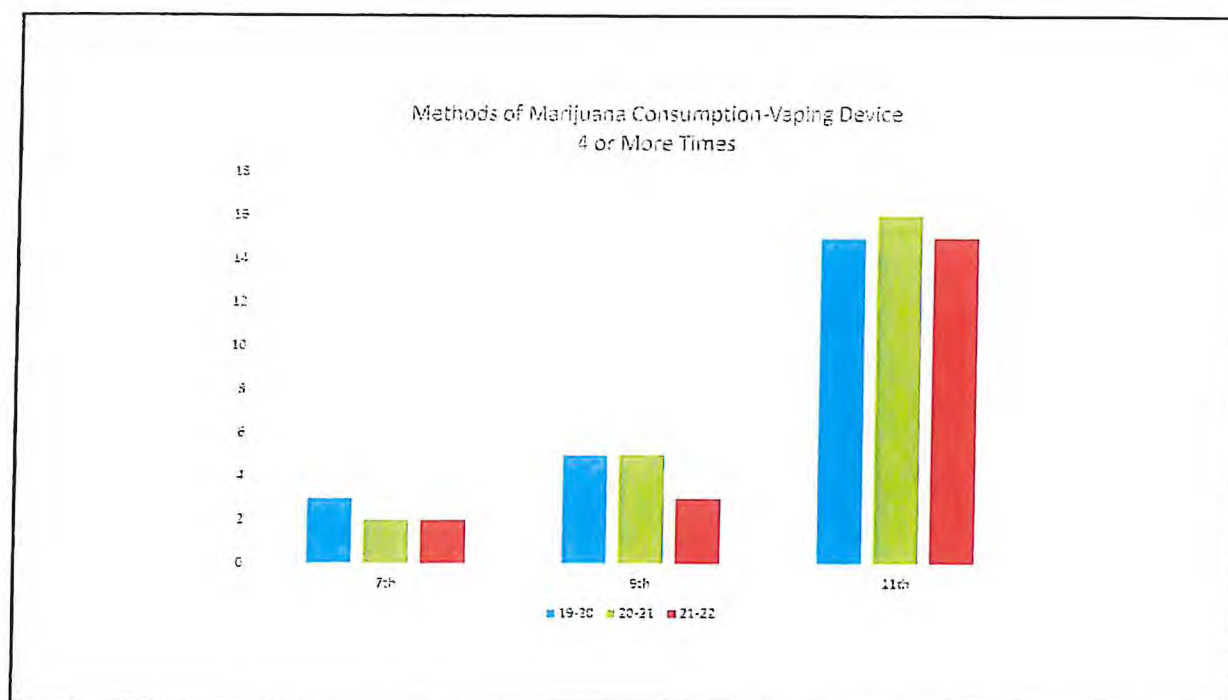
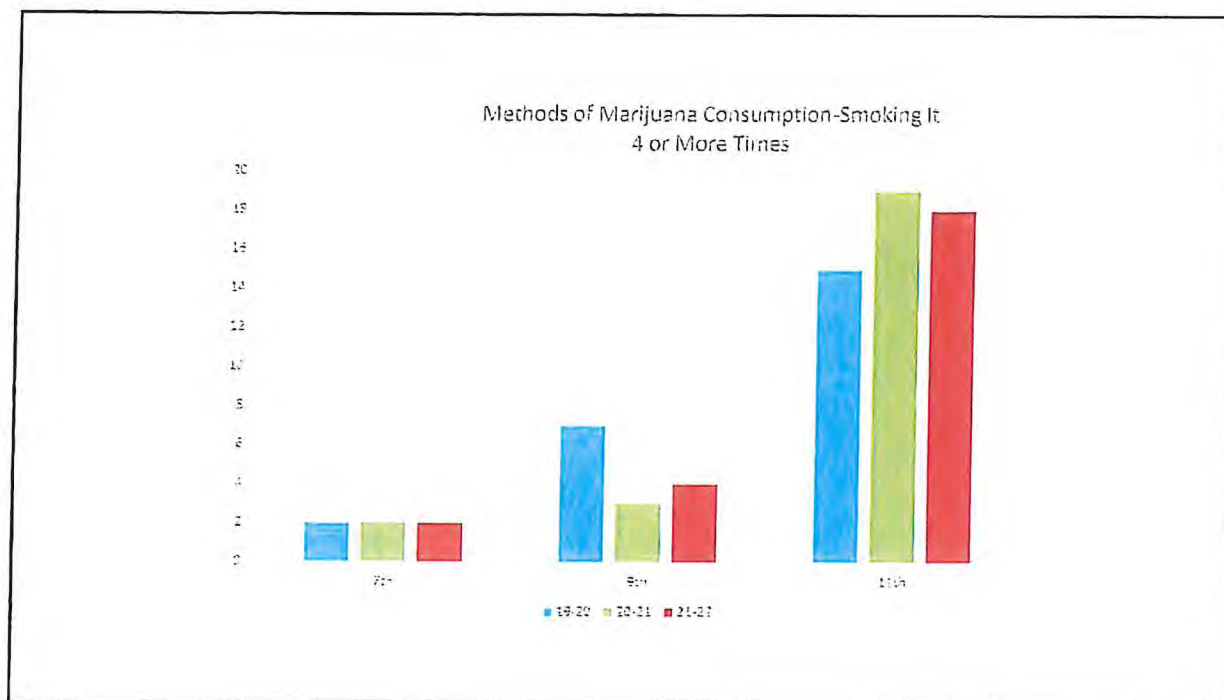
Glenn County Alliance for Prevention (GCAP) has monthly meetings and you are invited to attend these meetings, guests and prospective members are always welcome. Our meetings are held the second Wednesday of every month, from 2:00 – 3:30 PM at Success Plaza in Orland.

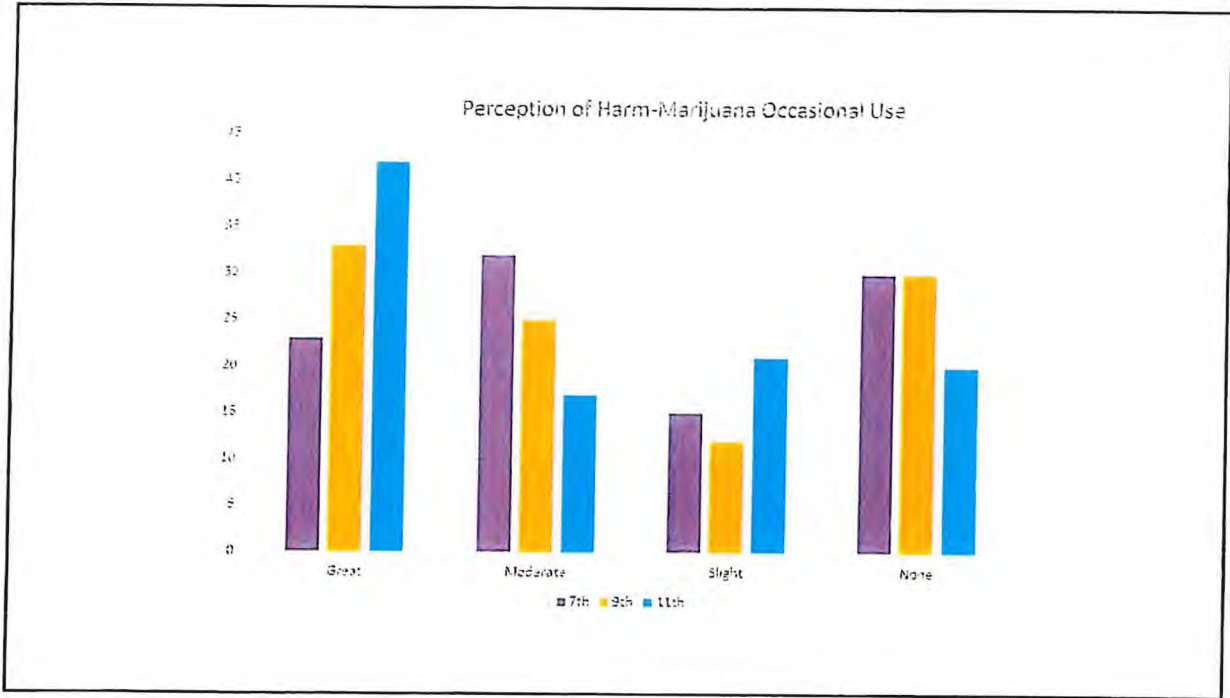
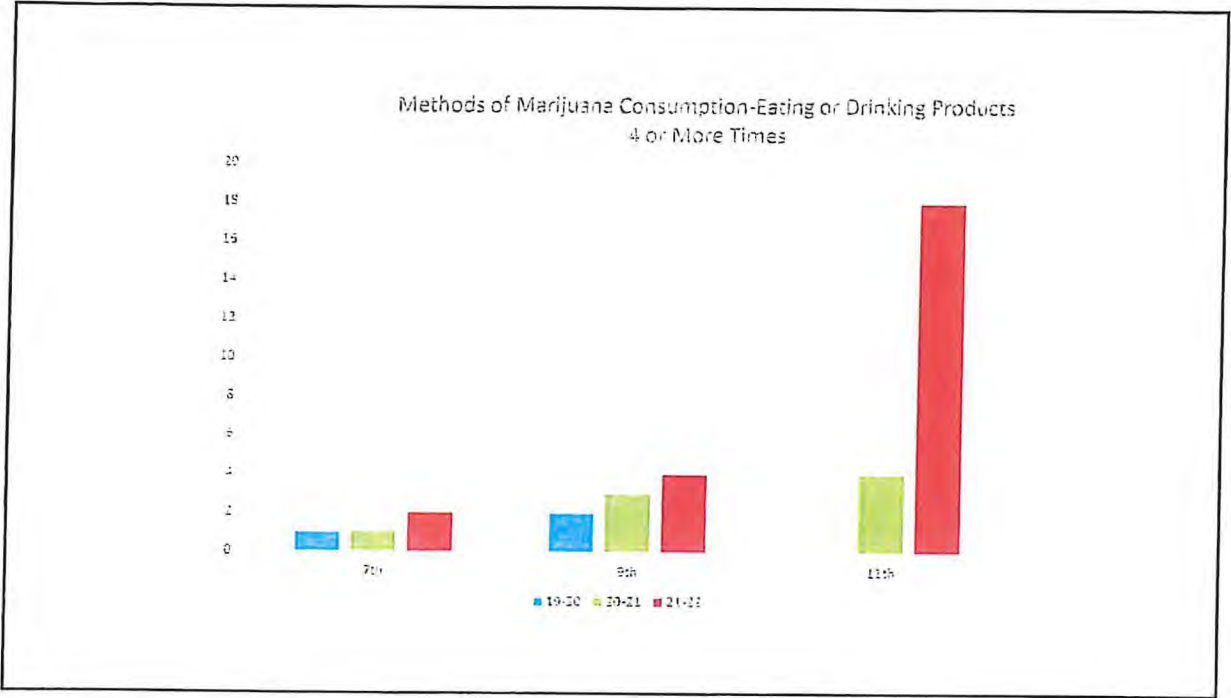
Sincerely,

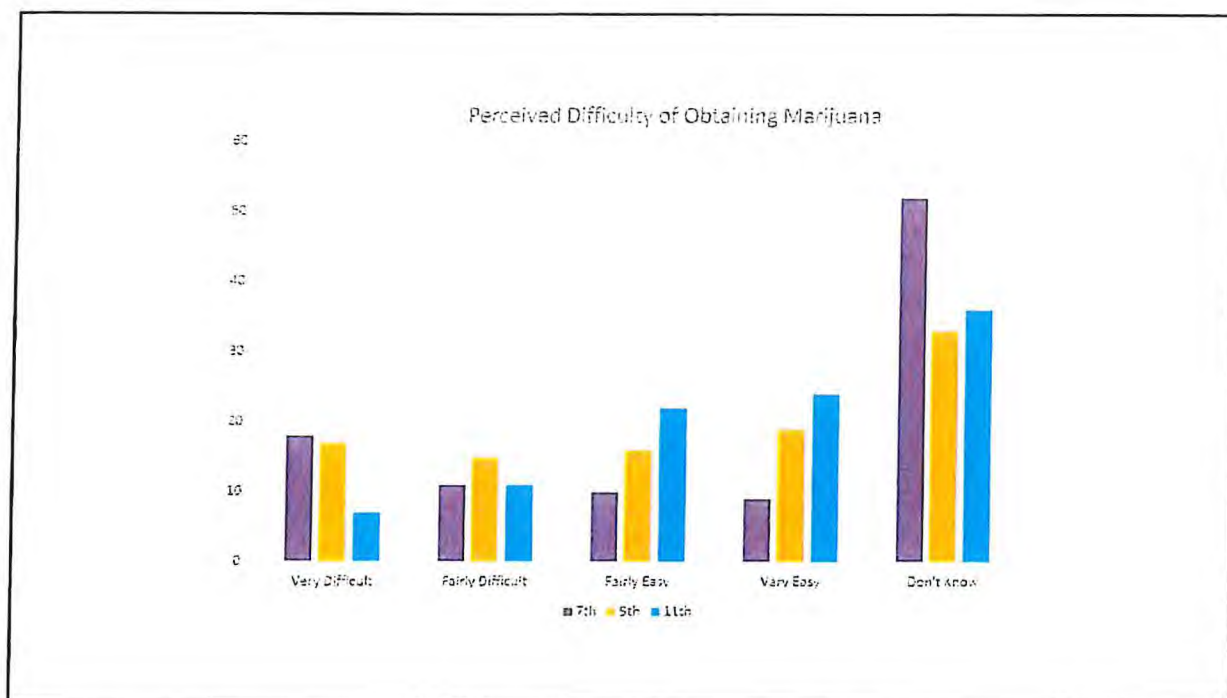
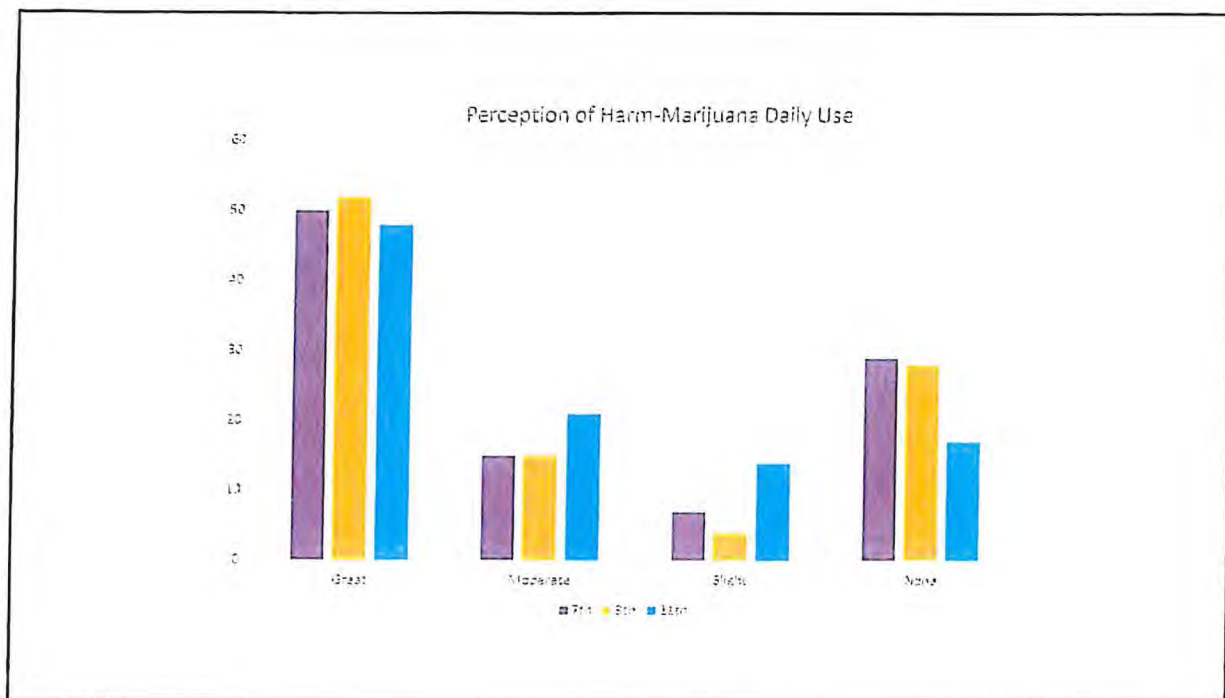
Francis Cuny
Glenn County Alliance for Prevention











6. Alcohol and Other Drug Use

Table A6.1

Summary Measures of Level of AOD Use and Perceptions

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime illicit AOD use to get “high” [#]	12	44	49	—	A6.2
Lifetime alcohol or drug use	12	46	50	—	A6.2
Lifetime marijuana use	4	25	30	—	A6.2
Lifetime very drunk or high (7 or more times)	1	5	13	—	A6.7
Lifetime drinking and driving involvement	33	13	16	—	A6.11
Current alcohol or drug use [¶]	8	25	21	—	A6.5
Current marijuana use [¶]	3	13	11	—	A6.5
Current heavy drug use [¶]	3	8	7	—	A6.5
Current heavy alcohol use (binge drinking) [¶]	1	9	11	—	A6.5
Current alcohol or drug use on school property [¶]	2	8	6	—	A6.8
Harmfulness of occasional marijuana use ^B	37	34	31	—	A6.12
Difficulty of obtaining marijuana ^C	18	8	4	—	A6.13

Notes: Cells are empty if there are less than 10 respondents.

[#]*Excludes prescription pain medication, tranquilizers or sedatives, diet pills, and prescription stimulant.*

[¶]*Past 30 days.*

^B*Great harm.*

^C*Very difficult.*

Table A6.2

Summary of AOD Lifetime Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol	11	40	44	—
Marijuana	4	25	30	—
Inhalants	2	3	9	—
Cocaine, methamphetamine, or any amphetamines	na	1	5	—
Heroin	na	0	1	—
Ecstasy, LSD, or other psychedelics	na	1	2	—
Prescription pain medication (opioids)	na	9	7	—
Tranquilizers or sedatives	na	2	6	—
Diet pills or other prescription stimulant	na	4	7	—
Cold/cough medicines or other over-the-counter medicines to get “high”	na	9	10	—
Any other drug, pill, or medicine to get “high”	2	3	7	—
<i>Any of the above AOD use</i>	12	46	50	—
<i>Any illicit AOD use to get “high”[#]</i>	12	44	49	—

Notes: Cells are empty if there are less than 10 respondents.

[#]Excludes prescription pain medication, tranquilizers or sedatives, diet pills, and prescription stimulant.

na—Not asked of middle school students.

Table A6.3
Lifetime AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one full drink)				
0 times	89	60	56	—
1 time	6	14	7	—
2 to 3 times	2	9	13	—
4 or more times	2	18	24	—
Marijuana (smoke, vape, eat, or drink)				
0 times	96	75	70	—
1 time	2	9	7	—
2 to 3 times	2	7	6	—
4 or more times	1	10	18	—
Inhalants				
0 times	98	97	91	—
1 time	1	1	3	—
2 to 3 times	1	0	1	—
4 or more times	1	3	4	—
Cocaine, methamphetamine, or any amphetamines				
0 times	na	99	95	—
1 time	na	1	1	—
2 to 3 times	na	0	1	—
4 or more times	na	1	4	—
Heroin				
0 times	na	100	99	—
1 time	na	0	0	—
2 to 3 times	na	0	0	—
4 or more times	na	0	1	—
Ecstasy, LSD, or other psychedelics				
0 times	na	99	98	—
1 time	na	1	1	—
2 to 3 times	na	0	1	—
4 or more times	na	0	1	—

Question HS A.51-54, 56, 57/MS A.52-54: During your life, how many times have you used the following? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (smoke, vape, eat, or drink)... Inhalants (things you sniff, huff, or breathe to get "high" such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Cocaine, methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)... Heroin... Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms).

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A6.3

Lifetime AOD Use – Continued

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Prescription pain medication				
0 times	na	91	93	—
1 time	na	3	3	—
2 to 3 times	na	1	1	—
4 or more times	na	5	3	—
Tranquilizers or sedatives				
0 times	na	98	94	—
1 time	na	0	1	—
2 to 3 times	na	0	3	—
4 or more times	na	2	1	—
Diet pills				
0 times	na	97	96	—
1 time	na	1	1	—
2 to 3 times	na	0	1	—
4 or more times	na	2	2	—
Ritalin or Adderall or other prescription stimulant				
0 times	na	99	95	—
1 time	na	0	1	—
2 to 3 times	na	1	2	—
4 or more times	na	1	2	—
Cold/cough medicines or other over-the-counter medicines to get “high”				
0 times	na	91	90	—
1 time	na	2	1	—
2 to 3 times	na	3	4	—
4 or more times	na	5	4	—

Question HSA.58-62: During your life, how many times have you used the following?... Prescription pain medication (Vicodin, OxyContin, Percodan, Fentanyl)... Tranquilizers or sedatives (Xanax, Klonopin, Ativan, Valium)... Diet pills (Didrex, Dexedrine, Xenadrine, Skittles, M&M's)... Ritalin or Adderall or other prescription stimulant... Cold/cough medicines or other over-the-counter medicines to get “high.”

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A6.3

Lifetime AOD Use – Continued

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 times	98	97	93	—
1 time	1	1	2	—
2 to 3 times	0	1	2	—
4 or more times	2	1	2	—

Question HS A.63/MS A.56: During your life, how many times have you used the following?... Any other drug, pill, or medicine to get “high” or for reasons other than medical.

Notes: Cells are empty if there are less than 10 respondents.

Table A6.4

Lifetime Marijuana Consumption

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>During your life, how many times have you used marijuana in any of the following ways...</i>				
Smoke it?				
0 times	95	80	76	—
1 time	2	7	7	—
2 to 3 times	2	6	2	—
4 or more times	2	7	15	—
In a vaping device?				
0 times	94	82	76	—
1 time	2	8	6	—
2 to 3 times	1	5	3	—
4 or more times	3	5	15	—
Eat or drink it in products made with marijuana?				
0 times	98	85	80	—
1 time	0	7	8	—
2 to 3 times	1	6	5	—
4 or more times	1	2	8	—

Question HS A.67-69/MS A.60-62: During your life, how many times have you used marijuana in any of the following ways... Smoke it?... In a vaping device (vape pens, mods, portable vaporizers)?... Eat or drink it in products made with marijuana?

Note: Cells are empty if there are less than 10 respondents.

Table A6.5

Current AOD Use, Past 30 Days

	Grade 7	Grade 9	Grade 11	NT
	%	%	%	%
Alcohol (one or more drinks of alcohol)	5	22	16	—
Binge drinking (5 or more drinks in a row)	1	9	11	—
Marijuana (smoke, vape, eat, or drink)	3	13	11	—
Inhalants	1	1	1	—
Prescription drugs to get “high” or for reasons other than prescribed	na	1	0	—
Other drug, pill, or medicine to get “high” or for reasons other than medical	2	2	1	—
Any drug use	4	14	11	—
Heavy drug use	3	8	7	—
Any AOD Use	8	25	21	—
Two or more substances at the same time	na	1	4	—

Question HS A.73-79/MS A.66-70: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?... inhalants (things you sniff, huff, or breathe to get “high”)?... prescription drugs to get “high” or for reasons other than prescribed?... any other drug, pill, or medicine to get “high” or for reasons other than medical?... two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?

Notes: Cells are empty if there are less than 10 respondents.

Heavy drug use was calculated based on pattern of combined current drug use on three or more days (marijuana, inhalants, prescription pain medicine to get “high” (high school only), or any other illegal drug/pill to get “high”). na—Not asked of middle school students.

Table A6.6

Frequency of Current AOD Use, Past 30 Days

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks)				
0 days	95	78	84	—
1 or 2 days	4	18	11	—
3 to 9 days	1	1	5	—
10 to 19 days	0	1	0	—
20 to 30 days	0	1	0	—
Binge drinking (5 or more drinks in a row)				
0 days	99	91	89	—
1 or 2 days	0	7	8	—
3 to 9 days	1	1	3	—
10 to 19 days	0	1	0	—
20 to 30 days	0	1	0	—
Marijuana (smoke, vape, eat, or drink)				
0 days	97	87	89	—
1 or 2 days	2	7	4	—
3 to 9 days	1	3	1	—
10 to 19 days	0	2	4	—
20 to 30 days	0	1	2	—

Question HS A.73-75/MS A.66-68: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?

Note: Cells are empty if there are less than 10 respondents.

Table A6.7

Lifetime Drunk or "High"

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very drunk or sick after drinking alcohol				
0 times	98	80	77	—
1 to 2 times	1	14	13	—
3 to 6 times	0	3	5	—
7 or more times	1	3	5	—
"High" (loaded, stoned, or wasted) from using drugs				
0 times	98	81	74	—
1 to 2 times	2	9	9	—
3 to 6 times	0	5	7	—
7 or more times	0	5	10	—
Very drunk or "high" 7 or more times	1	5	13	—

Question HS A.64, 65/MS A.57, 58: During your life, how many times have you been... very drunk or sick after drinking alcohol?... "high" (loaded, stoned, or wasted) from using drugs?

Note: Cells are empty if there are less than 10 respondents.

Table A6.8

Current AOD Use on School Property, Past 30 Days

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
0 days	98	93	98	—
1 to 2 days	2	5	2	—
3 or more days	0	2	0	—
Marijuana (smoke, vape, eat, or drink)				
0 days	100	96	96	—
1 to 2 days	0	2	2	—
3 or more days	0	2	1	—
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 days	100	99	100	—
1 to 2 days	0	1	0	—
3 or more days	0	1	0	—
Any of the above	2	8	6	—

Question HS A.83-85/MS A.74-76: During the past 30 days, on how many days on school property did you... have at least one drink of alcohol?... use marijuana (smoke, vape, eat, or drink)?... use any other drug, pill, or medicine to get “high” or for reasons other than medical?

Note: Cells are empty if there are less than 10 respondents.

Table A6.9

Lifetime Drunk or “High” on School Property

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	100	94	87	—
1 to 2 times	0	4	4	—
3 to 6 times	0	1	4	—
7 or more times	0	1	5	—

Question HS A.66/MS A.59: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

Note: Cells are empty if there are less than 10 respondents.

Table A6.10
Cessation Attempts

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Does not apply, don't use	na	80	79	—
0 times	na	15	18	—
1 time	na	3	1	—
2 to 3 times	na	1	1	—
4 or more times	na	1	1	—
Marijuana				
Does not apply, don't use	na	86	79	—
0 times	na	10	13	—
1 time	na	2	3	—
2 to 3 times	na	0	2	—
4 or more times	na	2	2	—

Question HS A.101, 102: How many times have you tried to quit or stop using... alcohol?... marijuana?

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A6.11

Drinking While Driving, Lifetime

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Driven a car when you had been using alcohol or drugs, or been in a car driven by a friend who had been using				
Never	na	87	84	—
1 time	na	5	6	—
2 times	na	6	3	—
3 to 6 times	na	1	2	—
7 or more times	na	2	5	—
Have ridden in a car driven by someone who had been using alcohol or drugs				
Never	67	na	na	na
1 time	11	na	na	na
2 times	7	na	na	na
3 to 6 times	7	na	na	na
7 or more times	9	na	na	na

Question HS A.104/MS A.91: During your life, how many times have you ever driven a car when you had been using alcohol or drugs, or been in a car driven by a friend when he or she had been using?... During your life, how many times have you ridden in a car driven by someone who had been using alcohol or drugs?

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle/high school students.

Table A6.12

Perceived Harm of AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol - drink occasionally				
Great	26	27	25	—
Moderate	17	29	28	—
Slight	14	20	27	—
None	44	24	20	—
Alcohol - 5 or more drinks once or twice a week				
Great	32	44	54	—
Moderate	17	29	20	—
Slight	6	8	7	—
None	46	18	18	—
Marijuana - use occasionally				
Great	37	34	31	—
Moderate	10	35	24	—
Slight	6	9	17	—
None	46	22	27	—
Marijuana - use daily				
Great	43	52	52	—
Moderate	6	22	14	—
Slight	5	6	9	—
None	47	20	25	—

Question HS A.91-94/MS A.82-85: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, vape, eat, or drink) ... Use marijuana daily:

Note: Cells are empty if there are less than 10 respondents.

Table A6.13

Perceived Difficulty of Obtaining Alcohol and Marijuana

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Very difficult	20	9	5	—
Fairly difficult	7	8	10	—
Fairly easy	11	21	26	—
Very easy	10	41	44	—
Don't know	52	22	15	—
Marijuana				
Very difficult	18	8	4	—
Fairly difficult	9	12	9	—
Fairly easy	7	23	19	—
Very easy	10	32	51	—
Don't know	56	25	18	—

Question HS A.97, 98/MS A.88, 89: How difficult is it for students in your grade to get any of the following if they really want them?... Alcohol... Marijuana.

Note: Cells are empty if there are less than 10 respondents.

9. Alcohol and Other Drug Use

Table A9.1

Summary Measures of Level of AOD Use and Perceptions

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime illicit AOD use to get “high” [^]	14	34	52	–	A9.2
Lifetime alcohol or drug use	14	36	54	–	A9.2
Lifetime marijuana use	5	12	37	–	A9.2
Lifetime very drunk or high (7 or more times)	1	4	15	–	A9.7
Lifetime drinking and driving involvement	35	10	14	–	A9.11
Current alcohol or drug use [¶]	7	13	27	–	A9.5
Current marijuana use [¶]	2	7	19	–	A9.5
Current heavy drug use [¶]	0	4	11	–	A9.5
Current heavy alcohol use (binge drinking) [¶]	3	4	11	–	A9.5
Current alcohol or drug use on school property ^{¶ψ}	4	5	10	–	A9.8
Harmfulness of occasional marijuana use ^{BΦ}	43	30	17	–	A9.12
Difficulty of obtaining marijuana ^{CΦ}	20	7	7	–	A9.13

Notes: Cells are empty if there are less than 10 respondents.

[^]*Excludes prescription pain medication, tranquilizers or sedatives, diet pills, and prescription stimulant.*

[¶]*Past 30 days.*

^ψ*In-School Models only.*

^Φ*In-School and Hybrid Models only.*

^B*Great harm.*

^C*Very difficult.*

Table A9.2***Summary of AOD Lifetime Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol	13	26	45	—
Marijuana	5	12	37	—
Inhalants	1	5	1	—
Cocaine, methamphetamine, or any amphetamines	na	1	4	—
Heroin	na	1	0	—
Ecstasy, LSD, or other psychedelics	na	3	4	—
Prescription pain medication (opioids)	na	4	5	—
Tranquilizers or sedatives	na	3	3	—
Diet pills or other prescription stimulant	na	5	5	—
Cold/cough medicines or other over-the-counter medicines to get “high”	na	9	4	—
Any other drug, pill, or medicine to get “high”	2	6	2	—
<i>Any of the above AOD use</i>	14	36	54	—
<i>Any illicit AOD use to get “high”[^]</i>	14	34	52	—

Notes: Cells are empty if there are less than 10 respondents.

[^]*Excludes prescription pain medication, tranquilizers or sedatives, diet pills, and prescription stimulant.*

na—Not asked of middle school students.

Table A9.3

Lifetime AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one full drink)				
0 times	87	74	55	—
1 time	4	10	7	—
2 to 3 times	6	6	10	—
4 or more times	3	11	28	—
Marijuana (smoke, vape, eat, or drink)				
0 times	95	88	63	—
1 time	2	4	10	—
2 to 3 times	1	4	7	—
4 or more times	2	3	20	—
Inhalants				
0 times	99	95	99	—
1 time	0	2	1	—
2 to 3 times	0	2	0	—
4 or more times	1	1	0	—
Cocaine, methamphetamine, or any amphetamines				
0 times	na	99	96	—
1 time	na	0	2	—
2 to 3 times	na	1	1	—
4 or more times	na	0	2	—
Heroin				
0 times	na	99	100	—
1 time	na	1	0	—
2 to 3 times	na	0	0	—
4 or more times	na	0	0	—
Ecstasy, LSD, or other psychedelics				
0 times	na	97	96	—
1 time	na	2	0	—
2 to 3 times	na	1	3	—
4 or more times	na	0	1	—

Question HS A.74-77, 79, 80/MS A.75-77: During your life, how many times have you used the following? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (smoke, vape, eat, or drink)... Inhalants (things you sniff, huff, or breathe to get "high" such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Cocaine, methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)... Heroin... Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms).

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.3

Lifetime AOD Use – Continued

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Prescription pain medication				
0 times	na	96	95	–
1 time	na	3	1	–
2 to 3 times	na	1	2	–
4 or more times	na	1	2	–
Tranquilizers or sedatives				
0 times	na	97	97	–
1 time	na	1	2	–
2 to 3 times	na	1	0	–
4 or more times	na	1	2	–
Diet pills				
0 times	na	97	97	–
1 time	na	1	0	–
2 to 3 times	na	1	0	–
4 or more times	na	2	3	–
Ritalin or Adderall or other prescription stimulant				
0 times	na	96	97	–
1 time	na	0	1	–
2 to 3 times	na	1	0	–
4 or more times	na	3	2	–
Cold/cough medicines or other over-the-counter medicines to get “high”				
0 times	na	91	96	–
1 time	na	2	1	–
2 to 3 times	na	2	1	–
4 or more times	na	4	2	–

Question HS A.81-85: During your life, how many times have you used the following?... Prescription pain medication (Vicodin, OxyContin, Percodan, Fentanyl)... Tranquilizers or sedatives (Xanax, Klonopin, Ativan, Valium)... Diet pills (Didrex, Dexedrine, Xenadrine, Skittles, M&M's)... Ritalin or Adderall or other prescription stimulant... Cold/cough medicines or other over-the-counter medicines to get “high.”

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.3

Lifetime AOD Use – Continued

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 times	98	94	98	–
1 time	1	2	0	–
2 to 3 times	0	2	0	–
4 or more times	1	2	2	–

Question HS A.86/MS A.79: During your life, how many times have you used the following?... Any other drug, pill, or medicine to get “high” or for reasons other than medical.

Note: Cells are empty if there are less than 10 respondents.

Table A9.4

Methods of Marijuana Consumption

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>During your life, how many times have you used marijuana in any of the following ways...</i>				
Smoke it?				
0 times	96	92	68	–
1 time	2	4	9	–
2 to 3 times	1	1	4	–
4 or more times	2	3	19	–
In a vaping device?				
0 times	95	87	69	–
1 time	2	4	9	–
2 to 3 times	0	4	6	–
4 or more times	2	5	16	–
Eat or drink it in products made with marijuana?				
0 times	98	94	71	–
1 time	2	2	10	–
2 to 3 times	0	2	7	–
4 or more times	1	3	12	–

Question HS A.90-92/MS A.83-85: During your life, how many times have you used marijuana in any of the following ways... Smoke it?... In a vaping device (vape pens, mods, portable vaporizers)?... Eat or drink it in products made with marijuana?

Note: Cells are empty if there are less than 10 respondents.

Table A9.5

Current AOD Use, Past 30 Days

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks of alcohol)	5	11	20	—
Binge drinking (5 or more drinks in a row)	3	4	11	—
Marijuana (smoke, vape, eat, or drink)	2	7	19	—
Inhalants	0	3	0	—
Prescription drugs to get “high” or for reasons other than prescribed	na	2	1	—
Other drug, pill, or medicine to get “high” or for reasons other than medical	2	2	1	—
<i>Any drug use</i>	3	9	19	—
<i>Heavy drug use</i>	0	4	11	—
<i>Any AOD Use</i>	7	13	27	—
Two or more substances at the same time	na	2	4	—

Question HS A.96-102/MS A.89-93: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?... inhalants (things you sniff, huff, or breathe to get “high”)?... prescription drugs to get “high” or for reasons other than prescribed?... any other drug, pill, or medicine to get “high” or for reasons other than medical?... two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?

Notes: Cells are empty if there are less than 10 respondents.

Heavy drug use was calculated based on pattern of combined current drug use on three or more days (marijuana, inhalants, prescription pain medicine to get “high” (high school only), or any other illegal drug/pill to get “high”). na—Not asked of middle school students.

Table A9.6***Frequency of Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks)				
0 days	95	89	80	—
1 or 2 days	3	7	13	—
3 to 9 days	1	2	5	—
10 to 19 days	1	1	1	—
20 to 30 days	1	0	2	—
Binge drinking (5 or more drinks in a row)				
0 days	97	96	89	—
1 or 2 days	1	3	6	—
3 to 9 days	1	1	2	—
10 to 19 days	0	1	2	—
20 to 30 days	1	0	2	—
Marijuana (smoke, vape, eat, or drink)				
0 days	98	93	81	—
1 or 2 days	2	3	9	—
3 to 9 days	0	2	2	—
10 to 19 days	0	1	2	—
20 to 30 days	0	1	7	—

Question HS A.96-98/MS A.89-91: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?

Note: Cells are empty if there are less than 10 respondents.

Table A9.7

Lifetime Drunk or “High”

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very drunk or sick after drinking alcohol				
0 times	94	90	73	—
1 to 2 times	5	6	13	—
3 to 6 times	0	4	8	—
7 or more times	1	0	7	—
“High” (loaded, stoned, or wasted) from using drugs				
0 times	96	92	73	—
1 to 2 times	2	4	9	—
3 to 6 times	2	1	4	—
7 or more times	0	4	14	—
<i>Very drunk or “high” 7 or more times</i>	1	4	15	—

Question HS A.87, 88/MS A.80, 81: During your life, how many times have you been... very drunk or sick after drinking alcohol?... “high” (loaded, stoned, or wasted) from using drugs?

Note: Cells are empty if there are less than 10 respondents.

Table A9.8

Current AOD Use on School Property, Past 30 Days (In-School Only)

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
0 days	97	96	94	—
1 to 2 days	2	1	4	—
3 or more days	1	3	2	—
Marijuana (smoke, vape, eat, or drink)				
0 days	99	96	90	—
1 to 2 days	1	1	4	—
3 or more days	0	3	6	—
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 days	99	100	100	—
1 to 2 days	1	0	0	—
3 or more days	0	0	0	—
Any of the above	4	5	10	—

Question HS A.106-108/MS A.97-99: During the past 30 days, on how many days on school property did you... have at least one drink of alcohol?... use marijuana (smoke, vape, eat, or drink)?... use any other drug, pill, or medicine to get “high” or for reasons other than medical?

Note: Cells are empty if there are less than 10 respondents.

Table A9.9

Lifetime Drunk or “High” on School Property

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	99	98	89	—
1 to 2 times	1	1	4	—
3 to 6 times	0	1	2	—
7 or more times	0	1	5	—

Question HS A.89/MS A.82: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

Note: Cells are empty if there are less than 10 respondents.

Table A9.10

Cessation Attempts (In-School and Hybrid Only)

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Does not apply, don't use	na	87	76	—
0 times	na	9	19	—
1 time	na	2	3	—
2 to 3 times	na	2	2	—
4 or more times	na	1	0	—
Marijuana				
Does not apply, don't use	na	92	73	—
0 times	na	3	17	—
1 time	na	2	3	—
2 to 3 times	na	3	2	—
4 or more times	na	1	5	—

Question HS A.124, 125: How many times have you tried to quit or stop using... alcohol?... marijuana?

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.11

Drinking While Driving, Lifetime

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Driven a car when you had been using alcohol or drugs, or been in a car driven by a friend who had been using				
Never	na	90	86	—
1 time	na	2	5	—
2 times	na	2	1	—
3 to 6 times	na	1	3	—
7 or more times	na	4	6	—
Have ridden in a car driven by someone who had been using alcohol or drugs				
Never	65	na	na	na
1 time	13	na	na	na
2 times	5	na	na	na
3 to 6 times	6	na	na	na
7 or more times	11	na	na	na

Question HS A.127/MS A.114: During your life, how many times have you ever driven a car when you had been using alcohol or drugs, or been in a car driven by a friend when he or she had been using?... During your life, how many times have you ridden in a car driven by someone who had been using alcohol or drugs?

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle/high school students.

Table A9.12***Perceived Harm of AOD Use (In-School and Hybrid Only)***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol - drink occasionally				
Great	27	22	15	—
Moderate	23	29	25	—
Slight	20	28	34	—
None	30	22	25	—
Alcohol - 5 or more drinks once or twice a week				
Great	39	39	36	—
Moderate	21	29	34	—
Slight	7	11	14	—
None	34	21	17	—
Marijuana - use occasionally				
Great	43	30	17	—
Moderate	16	29	29	—
Slight	8	20	19	—
None	33	21	36	—
Marijuana - use daily				
Great	61	52	43	—
Moderate	3	22	16	—
Slight	2	5	17	—
None	34	22	24	—

Question HS A.114-117/MS A.105-108: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, vape, eat, or drink) ... Use marijuana daily.

Note: Cells are empty if there are less than 10 respondents.

Table A9.13

Perceived Difficulty of Obtaining Alcohol and Marijuana (In-School and Hybrid Only)

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Very difficult	12	8	8	–
Fairly difficult	8	9	7	–
Fairly easy	15	21	22	–
Very easy	12	36	44	–
Don't know	53	26	19	–
Marijuana				
Very difficult	20	7	7	–
Fairly difficult	3	8	7	–
Fairly easy	12	20	24	–
Very easy	6	34	36	–
Don't know	59	31	27	–

Question HS A.120, 121/MS A.111, 112: How difficult is it for students in your grade to get any of the following if they really want them?... Alcohol... Marijuana.

Note: Cells are empty if there are less than 10 respondents.

9. Alcohol and Other Drug Use

Table A9.1

Summary Measures of Level of AOD Use and Perceptions

	Grade 7 %	Grade 9 %	Grade 11 %	NT %	Table
Lifetime illicit AOD use to get “high” [^]	19	26	58	–	A9.2
Lifetime alcohol or drug use	19	27	58	–	A9.2
Lifetime marijuana use	5	8	29	–	A9.2
Lifetime very drunk or high (7 or more times)	1	3	12	–	A9.7
Current alcohol or drug use [‡]	8	13	33	–	A9.5
Current marijuana use [‡]	2	4	15	–	A9.5
Current heavy drug use [‡]	2	4	10	–	A9.5
Current heavy alcohol use (binge drinking) [‡]	2	7	13	–	A9.5
Current alcohol or drug use on school property ^{‡Φ}	6	5	7	–	A9.8
Harmfulness of occasional marijuana use ^{BΦ}	23	33	42	–	A9.11
Difficulty of obtaining marijuana ^{CΦ}	17	16	7	–	A9.12

Notes: Cells are empty if there are less than 10 respondents.

[^]*Excludes prescription pain medication.*

[‡]*Past 30 days.*

^Φ*In-School only.*

^B*Great harm.*

^C*Very difficult.*

Table A9.2***Summary of AOD Lifetime Use***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol	13	21	54	—
Marijuana	5	8	29	—
Inhalants	2	5	5	—
Cocaine, methamphetamine, or any amphetamines	na	2	4	—
Ecstasy, LSD, or other psychedelics	na	3	5	—
Prescription pain medication (opioids)	na	7	7	—
Cold/cough medicines or other over-the-counter medicines to get “high”	na	9	12	—
Any other drug, pill, or medicine to get “high”	3	5	7	—
<i>Any of the above AOD use</i>	19	27	58	—
<i>Any illicit AOD use to get “high”[^]</i>	19	26	58	—

Notes: Cells are empty if there are less than 10 respondents.

[^]Excludes prescription pain medication, tranquilizers or sedatives, diet pills, and prescription stimulant.

na—Not asked of middle school students.

Table A9.3
Lifetime AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one full drink)				
0 times	87	79	46	—
1 time	7	5	9	—
2 to 3 times	3	5	8	—
4 or more times	2	11	36	—
Marijuana (smoke, vape, eat, or drink)				
0 times	95	92	71	—
1 time	3	3	6	—
2 to 3 times	0	1	5	—
4 or more times	2	4	18	—
Inhalants				
0 times	98	95	95	—
1 time	1	2	3	—
2 to 3 times	0	2	1	—
4 or more times	1	1	1	—
Cocaine, methamphetamine, or any amphetamines				
0 times	na	98	96	—
1 time	na	1	4	—
2 to 3 times	na	1	0	—
4 or more times	na	0	0	—
Ecstasy, LSD, or other psychedelics				
0 times	na	97	95	—
1 time	na	2	3	—
2 to 3 times	na	1	2	—
4 or more times	na	0	0	—
Prescription pain medication				
0 times	na	93	93	—
1 time	na	5	3	—
2 to 3 times	na	1	1	—
4 or more times	na	1	3	—

Question HS A.72-75, 77, 78/MS A.73-75: During your life, how many times have you used the following? One full drink of alcohol (such as a can of beer, glass of wine, wine cooler, or shot of liquor)... Marijuana (smoke, vape, eat, or drink)... Inhalants (things you sniff, huff, or breathe to get "high" such as glue, paint, aerosol sprays, gasoline, poppers, gases)... Cocaine, methamphetamine, or any amphetamines (meth, speed, crystal, crank, ice)... Ecstasy, LSD, or other psychedelics (acid, mescaline, peyote, mushrooms)... Prescription pain medication (Vicodin, OxyContin, Percodan, Fentanyl).

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.3

Lifetime AOD Use – Continued

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Cold/cough medicines or other over-the-counter medicines to get “high”				
0 times	na	91	88	–
1 time	na	4	6	–
2 to 3 times	na	4	2	–
4 or more times	na	1	5	–
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 times	97	95	93	–
1 time	2	2	2	–
2 to 3 times	1	2	2	–
4 or more times	1	1	3	–

Question HS A.79, 80/MS A.77: During your life, how many times have you used the following?... Cold/cough medicines or other over-the-counter medicines to get “high...” Any other drug, pill, or medicine to get “high” or for reasons other than medical.

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.4

Methods of Marijuana Consumption

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
<i>During your life, how many times have you used marijuana in any of the following ways...</i>				
Smoke it?				
0 times	97	94	83	—
1 time	2	1	3	—
2 to 3 times	0	1	1	—
4 or more times	2	4	13	—
In a vaping device?				
0 times	96	95	82	—
1 time	2	2	1	—
2 to 3 times	0	0	2	—
4 or more times	2	3	15	—
Eat or drink it in products made with marijuana?				
0 times	98	95	78	—
1 time	0	1	6	—
2 to 3 times	2	1	3	—
4 or more times	0	4	13	—

Question HS A.84-86/MS A.81-83: During your life, how many times have you used marijuana in any of the following ways... Smoke it?... In a vaping device (vape pens, mods, portable vaporizers)?... Eat or drink it in products made with marijuana?

Note: Cells are empty if there are less than 10 respondents.

Table A9.5

Current AOD Use, Past 30 Days

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks of alcohol)	6	10	26	—
Binge drinking (5 or more drinks in a row)	2	7	13	—
Marijuana (smoke, vape, eat, or drink)	2	4	15	—
Inhalants	1	1	3	—
Prescription drugs to get “high” or for reasons other than prescribed	na	1	2	—
Other drug, pill, or medicine to get “high” or for reasons other than medical	2	2	5	—
<i>Any drug use</i>	4	5	17	—
<i>Heavy drug use</i>	2	4	10	—
<i>Any AOD Use</i>	8	13	33	—
Two or more substances at the same time	na	2	6	—

Question HS A.90-96/MS A.87-91: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?... inhalants (things you sniff, huff, or breathe to get “high”)?... prescription drugs to get “high” or for reasons other than prescribed?... any other drug, pill, or medicine to get “high” or for reasons other than medical?... two or more substances at the same time (for example, alcohol with marijuana, ecstasy with mushrooms)?

Notes: Cells are empty if there are less than 10 respondents.

Heavy drug use was calculated based on pattern of combined current drug use on three or more days (marijuana, inhalants, prescription pain medicine to get “high” (high school only), or any other illegal drug/pill to get “high”).
na—Not asked of middle school students.

Table A9.6***Frequency of Current AOD Use, Past 30 Days***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol (one or more drinks)				
0 days	94	90	74	—
1 or 2 days	5	6	14	—
3 to 9 days	0	2	7	—
10 to 19 days	0	1	3	—
20 to 30 days	1	1	2	—
Binge drinking (5 or more drinks in a row)				
0 days	98	93	87	—
1 or 2 days	1	5	6	—
3 to 9 days	0	1	4	—
10 to 19 days	0	1	2	—
20 to 30 days	1	1	2	—
Marijuana (smoke, vape, eat, or drink)				
0 days	98	96	85	—
1 or 2 days	2	1	7	—
3 to 9 days	0	1	6	—
10 to 19 days	0	1	1	—
20 to 30 days	1	2	2	—

Question HS A.90-92/MS A.87-89: During the past 30 days, on how many days did you use... one or more drinks of alcohol?... five or more drinks of alcohol in a row, that is, within a couple of hours?... marijuana (smoke, vape, eat, or drink)?

Note: Cells are empty if there are less than 10 respondents.

Table A9.7

Lifetime Drunk or “High”

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Very drunk or sick after drinking alcohol				
0 times	97	91	71	—
1 to 2 times	2	4	17	—
3 to 6 times	0	4	6	—
7 or more times	1	1	6	—
“High” (loaded, stoned, or wasted) from using drugs				
0 times	97	94	74	—
1 to 2 times	2	1	10	—
3 to 6 times	0	3	4	—
7 or more times	1	2	11	—
<i>Very drunk or “high” 7 or more times</i>	1	3	12	—

Question HS A.81, 82/MS A.78, 79: During your life, how many times have you been... very drunk or sick after drinking alcohol?... “high” (loaded, stoned, or wasted) from using drugs?

Note: Cells are empty if there are less than 10 respondents.

Table A9.8***Current AOD Use on School Property, Past 30 Days (In-School Only)***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
0 days	97	95	96	—
1 to 2 days	3	3	3	—
3 or more days	1	2	1	—
Marijuana (smoke, vape, eat, or drink)				
0 days	98	99	97	—
1 to 2 days	1	0	2	—
3 or more days	1	1	1	—
Any other drug, pill, or medicine to get “high” or for reasons other than medical				
0 days	99	99	97	—
1 to 2 days	1	0	2	—
3 or more days	0	1	1	—
Any of the above	6	5	7	—

Question HS A.100-102/MS A.95-97: During the past 30 days, on how many days on school property did you... have at least one drink of alcohol?... use marijuana (smoke, vape, eat, or drink)?... use any other drug, pill, or medicine to get “high” or for reasons other than medical?

Note: Cells are empty if there are less than 10 respondents.

Table A9.9***Lifetime Drunk or “High” on School Property***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
0 times	98	96	89	—
1 to 2 times	2	1	5	—
3 to 6 times	0	1	3	—
7 or more times	0	1	4	—

Question HS A.83/MS A.80: During your life, how many times have you been... drunk on alcohol or “high” on drugs on school property?

Note: Cells are empty if there are less than 10 respondents.

Table A9.10***Cessation Attempts (In-School Only)***

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Does not apply, don't use	na	93	73	—
0 times	na	6	18	—
1 time	na	0	5	—
2 to 3 times	na	1	3	—
4 or more times	na	0	2	—
Marijuana				
Does not apply, don't use	na	95	82	—
0 times	na	2	11	—
1 time	na	1	3	—
2 to 3 times	na	1	2	—
4 or more times	na	1	2	—

Question HS A.118, 119: How many times have you tried to quit or stop using... alcohol?... marijuana?

Notes: Cells are empty if there are less than 10 respondents.

na—Not asked of middle school students.

Table A9.11

Perceived Harm of AOD Use

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol - drink occasionally				
Great	20	26	36	—
Moderate	24	23	21	—
Slight	26	25	24	—
None	30	26	18	—
Alcohol - 5 or more drinks once or twice a week				
Great	27	45	45	—
Moderate	34	23	24	—
Slight	8	7	19	—
None	31	25	12	—
Marijuana - use occasionally				
Great	23	33	42	—
Moderate	32	25	17	—
Slight	15	12	21	—
None	30	30	20	—
Marijuana - use daily				
Great	50	52	48	—
Moderate	15	15	21	—
Slight	7	4	14	—
None	29	28	17	—

Question HS A.108-111/MS A.103-106: How much do people risk harming themselves physically and in other ways when they do the following?... Drink alcohol (beer, wine, liquor) occasionally... Have five or more drinks of alcohol once or twice a week... Use marijuana occasionally (smoke, vape, eat, or drink) ... Use marijuana daily.

Note: Cells are empty if there are less than 10 respondents.

Table A9.12

Perceived Difficulty of Obtaining Alcohol, Marijuana, and Prescription Drugs to Get “High”

	Grade 7 %	Grade 9 %	Grade 11 %	NT %
Alcohol				
Very difficult	14	12	6	–
Fairly difficult	6	14	10	–
Fairly easy	16	22	20	–
Very easy	17	27	46	–
Don’t know	48	25	18	–
Marijuana				
Very difficult	17	16	7	–
Fairly difficult	9	15	5	–
Fairly easy	8	22	20	–
Very easy	8	20	49	–
Don’t know	58	27	20	–
Prescription drugs to get “high” or for reasons other than prescribed				
Very difficult	18	17	7	–
Fairly difficult	11	15	11	–
Fairly easy	10	16	22	–
Very easy	9	19	24	–
Don’t know	52	33	36	–

Question HS A.114-116/MS A.109-111: How difficult is it for students in your grade to get any of the following if they really want them?... Alcohol... Marijuana... Prescription drugs to get “high” or for reasons other than prescribed.

Note: Cells are empty if there are less than 10 respondents.

CITY OF ORLAND
ECONOMIC DEVELOPMENT COMMISSION MEETING
September 13, 2022

1. CALL TO ORDER

The meeting was called to order by Chairperson Lane at 6:00 pm.

2. PLEDGE OF ALLEGIANCE – led by Chairperson Lane.

3. ROLL CALL

Present: Ron Lane, David Allee, Russell Pierce, and Mathew Romano
Absent: None
Councilmembers: Jeff Tolley
Staff: Rebecca Pendergrass, Scott Friend (Zoom)

4. ORAL AND WRITTEN COMMUNICATIONS

None

5. CONSENT CALENDAR

A. Compliance with AB361

Moved by Commissioner Romano, seconded by Commissioner Pierce, motion carried to approve the consent calendar as presented. 4-0-0-0 Ayes
Commissioners Pierce, Lane, Allee and Romano; Noes: None; Abstain: None;
Absent: None. Motion carried.

6. ITEMS FOR DISCUSSION OR ACTION

A. Annexation of Westside I-5, CR15 to CR16 – (Discussion) Scott Friend, City Planner; Rebecca Pendergrass, Assistant City Manager

City Planner Scott Friend gave an overview of the annexation process. Mr. Friend explained that any new annexation will be pre-zoned according to the City's General Plan in order to be brought into the city limits. A California Environmental Quality Act (CEQA) study would be required to change the zoning.

Commission Romano and Pierce asked what options were available to the City to make a project in the area west of I-5 from CR15 to CR16 more enticing to developers. City Planner Friend explained that annexation requires a willing property owner and funding to pay for the annexation. The Commission agreed that the annexation of the previously listed area should be a priority for the City.

Moved by Commissioner Romano, seconded by Commissioner Pierce, motion carried to recommend to City Council that they review and consider taking the necessary steps to annex the property between CR15 and CR16 from I-5 to CR H. 4-0-0-0 Ayes Commissioners Pierce, Lane, Romano and Allee; Noes: None; Abstain: None; Absent: None. Motion carried.

B. Downtown Directional Signs – (Discussion/Actions) Rebecca Pendergrass, Assistant City Manager

Assistant City Manager Pendergrass provided the Commission with an overview of the downtown directional sign program. The program is open to all downtown businesses that wish to participate so long as they pay the annual \$100 subscription. Ms. Pendergrass stated that the number of program participants has dwindled significantly over the last several years.

The Commission discussed different ways the program may be amended in order to make is successful once again. After continued discussion the Commission agreed that with competing signage and lack of participation it would be best to end the program for the time being. The Commission believes that the best time to revisit this program would be once the Streetscapes project is in motion.

Moved by Commissioner Pierce, seconded by Chairperson Lane, motion carried to recommend to City Council to sunset the Downtown Directional Sign Program. 4-0-0-0 Ayes Commissioners Allee, Romano, Pierce and Lane; Noes: None; Abstain: None; Absent: None. Motion carried.

7. STAFF REPORTS

A. Updates on Economic Development Projects – (Discussion) Rebecca Pendergrass, Assistant City Manager

a. Community “shop local” gift cards

Assistant City Manager Pendergrass informed the Commission of a new program being launched where consumers can purchase a gift card that can be used at participating, locally owned businesses and receive a bonus gift card. The planned launch day of the program is set for November 1, 2022. The Commission was asked for recommendations on how to structure the program.

Moved by Commissioner Allee, seconded by Chairperson Lane, motion carried to recommend to City Council that there be a 100% match on the buy one get one bonus card. 4-0-0-0 Ayes Commissioners Romano, Pierce, Allee and Lane; Noes: None; Abstain: None; Absent: None. Motion carried.

Moved by Commissioner Allee, seconded by Commissioner Romano, motion carried to recommend to City Council to only open the program to locally owned businesses that sell products or services. 4-0-0-0 Ayes Commissioners Allee, Lane, Pierce and Romano; Noes: None; Abstain: None; Absent: None. Motion carried.

Moved by Chairperson Lane, seconded by Commissioner Romano, motion carried to recommend to City Council to set the minimum and maximum purchase price of \$50 to \$250 with set increments of \$50. 4-0-0-0 Ayes Commissioners Allee, Romano, Pierce, and Lane; Noes: None; Abstain: None; Absent: None. Motion carried.

b. EV chargers

Assistant City Manager Pendergrass announced that a vendor is currently working on completing an engineering study to check the feasibility of installing EV chargers at the 5th street parking lot. At this time a cap of four charging stations has been set with the option of installing more at a later date.

c. 3CORE grant for I-5 Study

Assistant City Manager Pendergrass informed the Commission that the City is participating in a study with 3CORE to review economic development opportunities with vacant lots along the I-5 corridor.

d. Hambright Ave from Bryant Street to South Street

Assistant City Manager Pendergrass explained to the Commission that Hambright Avenue was intended to reach all the way to Bryant Street. City Staff has met with Providence Christian School representatives to start a conversation regarding the portion of Hambright that would be developed from Walker Street/HWY 32 to Bryant Street.

B. Local Business Updates – (Informational Only) Rebecca Pendergrass, Assistant City Manager

Assistant City Manager Pendergrass stated that McDonald's has set a construction start date of October 3, 2022, with a goal of a one-hundred-day construction period. Maverik has submitted their second set of building plans for review. Caltrans is requiring a traffic signal to be installed at Commerce and Newville Road due to the development of Maverik. A new retail store will be located on 8th Street, just south of Walker Street. The building plans for the Habitat for Humanity Project are still currently under review. A new restaurant, Old Town Lounge, is set to open soon on Fourth Street serving burgers and hot dogs.

8. COMMISSIONER REPORTS

None

9. FUTURE AGENDA ITEMS

- Streetscapes Project
- Additional Hambright Avenue Information
- Food Vendor at Sav-Mor Market

10. ADJOURN – 7:45 pm

Respectfully Submitted,



Rebecca Pendergrass, Staff Support



Ron Lane, Chairperson

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 5.G.
MEETING DATE: November 15, 2022

TO: Honorable Mayor and Council
FROM: City Manager Pete Carr
SUBJECT: Agreement for IRWM Water Project Grant (Consent)

City staff will seek Council approval on a draft proposed agreement for State assistance in the construction of a municipal drinking water well.

BACKGROUND

Integrated Regional Water Management (IRWM) is a collaborative effort to identify and implement water management solutions on a regional scale that increase regional self-reliance, reduce conflict, and manage water to concurrently achieve social, environmental, and economic objectives. Since its inception with the Regional Water Management Planning Act (SB 1672) in 2002, numerous IRWM planning grants funded by bonds acts approved by California voters have helped regions develop, adopt and update IRWM plans to identify strategies and projects to address the unique needs and conditions of their regions.

The Northern Sacramento Valley IRWM (NSVIRWM) Management Group includes six counties: Shasta, Tehama, Colusa, Butte, Sutter and Glenn. Glenn County is represented on this 12-member board by Supervisor Grant Carmon and landowner John Campbell. Glenn County's water coordinator, Lisa Hunter, serves on the technical Advisory committee (TAC). The NSVIRWM Plan was established in 2014. More information is available at <https://nsvwaterplan.org/>.

DISCUSSION

The City in 2021 applied to NSVIRWM for funding assistance with construction of a much-needed drinking water well and storage tank. The regional board recommended Orland's project to the State for funding, and an \$800,000 grant was awarded in May. This well is to be constructed on City-owned property on 6th Street near Colusa Street, adjacent to the new storage tank. The State is providing test well drilling assistance for this well under a separate Water Board grant previously received. It is anticipated that total cost for the well will be more than \$1.3M.

In the meantime – while the IRWM grant approval process ensued -- the City obtained a \$16.7M grant from the Department of Water Resources (DWR) to extend the City's municipal water services to 190+/- households currently suffering with dry wells and expand the City's drinking water capacity with a new well and storage tank to meet the increased demand of the new connections. That project is underway separately, with the DWR-funded well sited at the west end of Walker Street and the storage tank planned for 6th Street near Colusa Street.

With funding needs for the storage tank sufficient through the DWR grant, the entire IRWM grant is being refocused to the new drinking well. This well was already planned to meet the needs of the existing customer base due to the decommissioning of other City wells in recent years. Designated a replacement well, it is being designed to restore some or all of the City's reduced drinking water and fire flow capacity while providing greater reliability and resiliency for the municipal system going forward. The well will include SCADA controls, VFD equipment, solar power, and generator power back-up, and is being designed to produce 1500-2500 gallons per minute.

The State awarded IRWM grants to Sierra Institute for Community and Environment, which in turns contracts with agencies like Orland to administer construction of the projects. Staff has worked with Sierra Institute to draft a contract describing the agreed roles, budget, accountabilities, and indemnifications.

Attachments:

1. Resolution 2022-XX Accepting IRMA Grant for Well Construction
2. Proposed Contract Between City of Orland and Sierra Institute for Community and Environment for Consulting Services to Administer Drinking Well Grant

RECOMMENDATION

Adopt the proposed resolution accepting the IRWM grant, and approve the proposed agreement for grant administration services, and authorize Mayor Hoffman to execute both documents.

Fiscal Impact of Recommendation: The \$800,000 grant substantially offsets City Water Fund capital expenses for this \$1.3M project. The General Fund is not affected.

RESOLUTION NO. 2022-30**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE
CITY OF ORLAND DOMESTIC WELL AND GROUND STORAGE TANK PROJECT**

WHEREAS, City of Orland proposes to implement THE CITY OF ORLAND DOMESTIC WELL AND GROUND STORAGE TANK PROJECT; and

WHEREAS, City of Orland has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, City of Orland has applied for grant funding from the California Department of Water Resources for THE CITY OF ORLAND DOMESTIC WELL AND GROUND STORAGE TANK PROJECT;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the City Manager of the City of Orland or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.

2. The City Manager of the City of Orland or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3. The City Manager of the City of Orland or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION: I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orland at the meeting held on November 15, 2022.

Dennis G. Hoffman, Mayor

Attest: _____

Jennifer Schmitke, City Clerk

**Contract Between City of Orland and Sierra Institute for
Community and Environment for Consulting Services to
Administer Drinking Well Grant Project**

This **AGREEMENT** is made by and between Sierra Institute for Community and Environment, a California 501(c)(3) non-profit corporation whose offices are located at 4438 Main Street (P. O. Box 11), Taylorsville, California, 95983 (hereinafter called the "Sierra Institute"), and:

City of Orland (hereinafter called the "Contractor")
A municipal corporation
815 Fourth St, Orland CA 95963

WHEREAS, the Sierra Institute is a grantee of the California Department of Water Resources (DWR), Urban and Multibenefit Drought Relief Program.

WHEREAS, the Sierra Institute, through funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) provided by DWR, shall assist in financing the City of Orland Domestic Well and Ground Storage Tank project.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

1. Appointment and Acceptance. The Sierra Institute appoints the Contractor to perform services for disadvantaged and tribal communities for drought relief (see Scope of Work, attached hereto as Appendix A). Contractor accepts the appointment and responsibility for management of drought relief funds, subject to the terms and conditions set forth in this agreement.

2. Term. The term of this Agreement shall begin on the date upon which the last party to this Agreement affixes their signature and date to the Agreement and shall terminate on March 1, 2025 or when all of the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

3. Professional Management Standards. The Contractor agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged

communities and/or Tribes.

1. Insurance Coverage. Contractor represents and warrants to the Sierra Institute that it and any of its subcontractors have all licenses, permits, qualifications, and insurance, which are legally required for Contractor to practice its profession. Contractor represents and warrants to the Sierra Institute that Contractor shall, at its sole cost and expense, keep in effect or obtain such qualifications at all times during the term of this Agreement.
2. Employees. All personnel hired by the Contractor pursuant to this Agreement will be employees and/or agents of the Contractor, and not of the Sierra Institute, and will be hired, paid, supervised, and discharged by the Contractor.
3. Expenses. All expenses for contractors hired under subcontracts to the Contractor shall be approved in writing by the Sierra Institute prior to the Contractor committing contractually to the subcontractor. Such subcontractor expenses shall be considered approved if Sierra Institute reviews and approves the subcontractor agreement to the Contractor. No reimbursement under this section shall be allowed or reimbursed without presentation of invoices from subcontractors and/or receipts for direct expenses.

4. Compensation for Contractor's Consulting Services and Contract Term.

As consideration for the services to be rendered to the Sierra Institute by the Contractor under this Agreement the Sierra Institute agrees to pay Contractor not more than \$800,000 for services rendered, subject to approval by the Sierra Institute, which shall not be unreasonably withheld. Contractor shall bill for services at the end of the month or quarter in which it accrues expenses. Invoices shall be due by the 25th of the month if billing monthly, or by the 25th of the last month of the quarter if billing quarterly, with required documentation (see Item 4, "Method of Payment"). The Sierra Institute will submit billing to DWR on an as-needed basis and not less than quarterly, and pay Contractor within thirty (30) days of the Sierra Institute receiving payment from DWR. The Sierra Institute will submit timely billing to DWR but is not responsible for delays by DWR as it affects payments by the Sierra Institute to the Contractor.

FEES AND EXPENSES:

1. Professional Services. Sierra Institute shall reimburse Contractor not more than \$800,000 for professional services rendered in association with the attached Scope of Work (Appendix A).
2. Expenses. Out-of-pocket expenses for approved travel and other costs are included in the maximum agreement amount and shall be invoiced separately (see Item 4, “Method of Payment”).
3. Duties. Contractor will invoice Sierra Institute for payment of professional fees and expenses for performance or coordination of activities as set forth in the attached Scope of Work (Appendix A). Contractor will also complete and submit quarterly progress reports, using a provided template, with the first report due on the 25th of the month following the signing of the agreement between Sierra Institute and the Contractor, and subsequent reports due the 25th of each month.
4. Method of Payment. Contractor must submit a copy of their invoice for costs incurred and support documentation to Sierra Institute on a monthly basis, invoices being due on the 25th of the month. No penalties shall be incurred by Contractor for a late invoice; however, Contractor shall take any and all reasonable steps to notify Sierra Institute before the 25th if an invoice may be late to make arrangements for payment, which shall not be unreasonably withheld. The Contractor shall submit a final invoice by December 31, 2024.
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, total hours billed, and the total amount due.
 - b. Invoices shall be consistent with the budget included in Appendix B of this agreement. These include approved travel expenses, Contractor (and/or subcontractor) wages, and materials.
 - i. The amount claimed for salaries/wages/Contractor fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - ii. The amount claimed for travel expenses must also include a calculation formula.
 - c. Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the Sierra Institute and DWR must be provided for all costs included in the invoice.
 - d. Each invoice shall be accompanied by a brief written progress report identifying progress toward proposed objectives, any other significant accomplishments, and any unexpected challenges or

cost increases.

- e. Sierra Institute will notify the Contractor, in a timely manner, when, upon review of an invoice, any portion or portions of the costs claimed are found to be ineligible or are not supported by documentation or receipts acceptable for reimbursement by DWR. Contractor must submit additional documentation within thirty (30) calendar days of the date of receipt of such notice. Payment will be no more frequently than monthly, in arrears, upon receipt of an invoice.
5. Submission of Reports. The contractor shall submit quarterly progress reports. Progress reports shall include a brief description of work performed, contractor activities, milestones achieved and accomplishments and challenges encountered. Quarterly progress reports must accompany an invoice (\$0 invoices are acceptable) and shall be submitted within 30 days following the end of the calendar quarter. A final report shall be submitted with the last invoice. The final report shall provide a summary description of the work performed during the contract period including: Contractor's activities, milestones achieved, accomplishments, and problems encountered in the performance of the work under this Agreement. Photos are welcomed.
6. Eligible Project Costs. Contractor shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after June 11, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- a. Operation and maintenance costs.
- b. Purchase of equipment that is not an integral part of a project.
- c. Establishing a reserve fund.
- d. Purchase of water supply.
- e. Replacement of existing funding sources for ongoing programs.
- f. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.

- h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- i. Payment of stipends
- j. Application preparation costs for other funding opportunities not consistent with IRWM.
- k. Meals not directly related to travel. See detailed limitations on eligible meals and travel costs in separate form from DWR.
- l. Acquisition of real property (land or easements).
- m. Overhead not directly related to the project.

5. Travel. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. No travel outside the Mountain Counties Funding Area shall be reimbursed unless prior written authorization is obtained from the Sierra Institute and the State's Project Manager.

6. Default Provisions.

- 1. Contractor receiving grant funding through this Agreement will be in default under this Agreement if any of the following occur:
 - a. Willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to the Contractor or Sierra Institute by the project/sub-projects;
 - b. By reason of Sierra Institute's or Contractor's willful breach of this Agreement which has resulted in material injury to the Sierra Institute, Contractor, or project/sub-projects;
 - c. Failure to comply with Labor Compliance Program requirements (Paragraph 9);
 - d. Failure to submit timely progress reports;

- e. Failure to routinely invoice Sierra Institute;
- 2. Should an event of default occur, the Sierra Institute shall provide a notice of default to the Consultant and shall give the Consultant at least ten (10) calendar days to cure the default from the date the notice is sent to the Consultant. If the Consultant fails to cure the default within the time prescribed by the Sierra Institute, Sierra Institute may do any of the following:
 - a. Declare the funding to be immediately repaid, with interest, at the California general obligation bond interest rate at the time the Sierra Institute notifies the Consultant of the default;
 - b. Terminate any obligations to make future payments to the Consultant;
 - c. Terminate this Agreement;
 - d. Take any other action that is deemed necessary to protect its interests.
- c. In the event of a written notice of termination with cause by Sierra Institute or Contractor, both parties shall be released from all obligations and liabilities under this Agreement, provided that either party shall be entitled to any remedies for damage available by law.

7. Termination on Dissolution, Bankruptcy or Lack of Funding. If a petition or order for relief in bankruptcy is filed or issued with respect to the Contractor, or if the Contractor makes an assignment for the benefit of creditors, the Sierra Institute may terminate this Agreement, effective as of the date of such notice.

8. Licenses, Permits, and Insurance. The Contractor or their subcontractors shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. The Contractor or their subcontractor will be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting any such work, specifically those including, but not limited to: environmental, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Sierra Institute.

9. Labor Compliance. The Contractor agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

10. Workers' Compensation. Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its subcontractors aware of this provision.

11. Drug-Free Workplace Certification. Certification of Compliance: By signing this Grant Agreement, the Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- 1 Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
- 2 Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. Grantee's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 3 Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - a. Will receive a copy of Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

12. Nondiscrimination. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow

harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Contractor or its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

13. Notices. All notices (except for financial statements) required or which may be given under this Agreement shall be in writing, and shall be deemed to be properly given when delivered in person or by mail, postage prepaid, return receipt requested, addressed as set forth below each party's name. Notices shall be addressed to such address as shall be given by each party to the other from time to time.

Sierra Institute for Community and Environment
4438 Main Street | PO Box 11
Taylorsville, CA 95983

City of Orland
815 Fourth Street
Orland, CA 95963

14. Effect of Termination. Upon termination of this Agreement, the Contractor shall deliver to the Sierra Institute all records in the possession of the Contractor pertaining to the Contractor's services, together with all reports, studies or other items paid for by the Sierra Institute and in the Contractor's possession and the agency hereby created shall immediately cease.

15. Successors and Assigns. This Agreement will inure to the benefit of and constitute a binding obligation of the parties hereto and their respective successors and assigns but a party's rights and/or obligations herein may not be assigned without the written consent of the Sierra Institute which consent shall not be unreasonably withheld.

16. Governing Law. This Agreement shall be governed by the laws of California.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Sierra Institute and the Contractor; no change will be valid unless made by supplemental written agreement, executed by the Sierra Institute and Contractor.

18. Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement should arise upon or in respect of said Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place in Quincy, California, or another similar and nearby locale.

19. Termination.

1. *Sierra Institute:* Performance under the Agreement may be terminated by the Sierra Institute for convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately notify any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed to the Sierra Institute's satisfaction prior to the notice of termination, plus non-cancelable obligations incurred by the Contractor prior to the notice of termination that

can be demonstrated to the satisfaction of the Sierra Institute. The Sierra Institute may also terminate this contract, or any part hereof, for cause in the event the Contractor fails to comply with any contract terms and conditions, or fails to provide the Sierra Institute upon request, with adequate assurances of future performance (see Paragraph 5 - Default Provisions). If it is determined that the Sierra Institute improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

2. *Contractor*: Performance under the agreement may be terminated by the Contractor if circumstances beyond its control preclude completion of the Project in accordance with the Scope of Work (see Appendix A), the Contractor and/or the Sierra Institute shall have the option to terminate the Project or in the event of non-payment of the Sierra Institute. In the event of contract termination by the Contractor due to circumstances beyond its control, the Sierra Institute shall pay all costs in accordance with the Scope of Work and that are to Sierra Institute's satisfaction accrued by the Contractor as of the date of termination, including all non-cancelable obligations incurred prior to the written notice of termination.

WITNESS the due execution hereof as of the date set forth below.

Sierra Institute:
Sierra Institute for Community and Environment

Jonathan Kusel, Ph.D.
Executive Director

Date: _____

Contractor:
City of Orland

Dennis G. Hoffman
Mayor

Date: _____

APPENDIX A

Scope of Work

The Contractor agrees to complete the following tasks and additional activities as agreed upon by the Contractor and Sierra Institute, in the service of fulfilling project objectives.

PROJECT 5: City of Orland Domestic Well and Ground Storage Tank

IMPLEMENTING AGENCY: City of Orland (City)

PROJECT DESCRIPTION: This project will construct a replacement municipal drinking water well. The large capacity replacement well will replenish capacity lost when the State Water Resources Control Board's Division of Drinking Water ordered the City to discontinue the supply of a domestic well that detected E. Coli Coliform contamination. This well is needed for municipal water reliability and resiliency. The project will result in approximately 1,500 to 2,500 gallons per minute of water supply and approximately 460 Acre-feet per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. With financial assistance from State Water Resources Control Board, City is doing test boring and soils sampling on site. The results of this analysis may result in remediation expenses assignable to this project to augment limited State Water Resources Control Board funding.

Deliverables:

- Relevant Feasibility Studies and mitigation, if needed

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permit is anticipated to be acquired for this project: A permit from the Glenn County Environmental Health Department will be needed to drill a test and/or production well.

Deliverables:

- Permits as required

Task 7: Design

The City has completed a Phase 1 and Phase 2 Environmental Site Assessment for the project. Design work to be completed includes: a) well (design based on test hole), b) pump size and controls, c) connections to storage tank and existing water system, d) building improvements, and e) site improvements.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the

contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

The project requires the following on-site construction improvements: curbs, asphalt concrete paving, storm drainage, production groundwater well (including pump and motor), well controls and wiring, VFD, water main and fittings, back up generator, utilities (power, natural gas, telecommunications), perimeter fencing, well building, solar power generation and storage tank. All construction to be per City, County, and State standards and specifications.

Deliverables:

- Photographic Documentation of Progress

APPENDIX B BUDGET

PROJECT 5: City of Orland Domestic Well and Ground Storage Tank

Implementing Agency: City of Orland

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$78,000	\$78,000
(b)	Land Purchase / Easement	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$450,000	\$450,000
(d)	Construction / Implementation	\$800,000	\$2,650,000	\$3,450,000
	TOTAL COSTS	\$800,000	\$3,178,000	\$3,978,000

NOTES:

The source of the construction other costs is The City Water Fund, all other costs will be from the Drinking Water State Revolving Fund.

APPENDIX C SCHEDULE

PROJECT 5: City of Orland Domestic Well and Ground Storage Tank

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	9/1/2021	12/1/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	9/1/2021	12/1/2022
d	Construction / Implementation	1/1/2023	6/1/2024

**AGREEMENT BETWEEN THE CITY OF ORLAND AND WALTER LEON PONCI
FOR VACATION OF CITY STREET IN EXCHANGE FOR SPECIFIC
CONSIDERATION**

The City Orland, a general law city of the state of California (Orland), and Walter Leon Ponci (Ponci) (collectively, Parties), hereby agree as set forth herein (Agreement):

1. Ponci wishes to acquire a portion of Central Street, a city street of and in Orland (Street). The portion of the street sought to be acquired is depicted in Exhibit A.
2. The Street, currently owned in fee by Orland, is not required for street or highway purposes, lies contiguous with property owned by Ponci, and has not been used as a public street for many years. Orland intendeds to abandon the Street.
3. In exchange for the consideration set forth in paragraph 4, Orland shall vacate the Street pursuant to the summary procedure set forth in California Streets and Highways Code sections 8330 et seq., on the ground that this portion of city roadway is a surplus street not required for street purposes. Upon such vacation, title of said property shall be transferred by deed in fee to Ponci, with a utility easement for access to City utilities, including water and sewer, and City services, reserved in favor of the City. Ponci shall prepare any documents necessary for the transfer of title, and for creating and reserving the utility easement, with review by the City, and shall be responsible for recording the same.
4. Consideration: Ponci shall pay to the City the sum of \$10.00.
5. To the extent that the matters herein constitute a project, they are categorically exempt from the provisions of the California Environmental Quality Act, pursuant to 14 CCR 15301 (existing facility), 14 CCR 15305 (minor alterations of land use) and 14 CCR 15312 (sale of surplus property).
6. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
7. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party at the respective party's published business address.
8. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
9. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

10. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Glenn.
11. This Agreement, including all attachments, comprises the entire integrated understanding between the parties concerning the matters stated herein.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF ORLAND

WALTER LEON PONCI

By: _____

Title: _____

Date: _____

Date: _____

Attest: _____

By: _____

Title: CITY CLERK

Date: _____

Approved As To Form:

By: Gregory P. Einhorn

Title: CITY ATTORNEY

Date: _____

RESOLUTION NO. 2022-29

**A RESOLUTION OF THE CITY OF ORLAND
VACATING AN UNUSED CITY STREET**

The City Council of the City of Orland does hereby resolve as follows:

WHEREAS, California Streets and Highways Code section 8334 provides that a city may summarily vacate an excess street or highway not required for street or highway purposes; and,

WHEREAS, that portion of Central Street, a city street of and in Orland, depicted in Exhibit A (Street), currently owned in fee by the City, is not required for street or highway purposes, lies contiguous with property owned by Walter Leon Ponci (Ponci), and has not been used as a public street for many years; and,

WHEREAS, upon vacation of this surplus street, the City will grant by deed the City's fee interest in the Street to Ponci, reserving a Public Utility Easement and a Public Service Easement for access in favor of the City; and,

WHEREAS, vacation of excess street property is categorically exempt under the California Environmental Quality Act Guidelines (CEQA), pursuant to 14 CCR 15301 (existing facility), 14 CCR 15305 (minor alterations of land use) and 14 CCR 15312 (sale of surplus property); and,

WHEREAS, based on the staff report, staff presentation and having heard all evidence offered by any person interested in the proposed vacation, the City Council of the City of Orland finds that the Street described in Exhibit A attached to this Resolution, is unnecessary for present or prospective public use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orland, pursuant to California Streets and Highways Code section 8334, it is hereby ordered that the portion of Central Street within the City of Orland, depicted in Exhibit A, is hereby vacated and the City Clerk is authorized and directed to cause a certified copy of this resolution to be recorded in the office of the County Recorder of Glenn County. From and after the date this resolution is recorded, the street vacated no longer constitutes a public street.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute grant deeds to Ponci of and regarding the portion of Central Street within the City of Orland, depicted in Exhibit A.

Passed and adopted this 15th day of November 2022, by the City Council of the City of Orland by the following vote:

AYES:

NAYS:

ABSENT:

Dennis G. Hoffman, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Schmitke, City Clerk

Gregory P. Einhorn, City Attorney



CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #:5.I.
MEETING DATE: November 15, 2022

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Building Department Contract for Services (Action)

City Manager seeks City Council approval of a new contract for Building services.

Background:

As a full-service municipality, Orland operates its own Building Department complete with consultation, plans check, permitting, inspection and code enforcement services. Many of these services are outsourced to specialized contract consultants, closely coordinated and supported by City Hall administration. In recent years the City utilized the services of a local independent contractor for inspections and code enforcement; this service contract concluded earlier this month.

Discussion:

After months of seeking proposals from qualified service providers, City Hall has identified a suitable small company with deep experience, staffing flexibility and a regional presence. Paxton Scott Enterprises is ready to step in as the City's Chief Building Official (CBO), plans check, permitting, inspection and code enforcement services provider. Paxton – based in Redding -- also serves Williams, Colusa, and Willows.

The proposed agreement provides the stated services on an as-needed basis with expertise and responsiveness. City Staff will also benefit from the permit technician training, leveraged technology and procedural improvements Paxton offers.

Attachment: Contract for Services with Paxton Scott Enterprises

Recommendation:

Approve the proposed agreement for Building Department services and authorize Mayor Hoffman to sign the contract.

Fiscal Impact of Recommendation:

No net change in fiscal cost to the City is expected; costs of the services are covered by service fees to customers of the Building Department.

CITY OF ORLAND
AGREEMENT FOR PROFESSIONAL BUILDING OFFICIAL SERVICES WITH PAXTON
SCOTT ENTERPRISES

This Agreement is made on this 15th day of November 2022, at Orland, California, by and between the City of Orland, 815 FOURTH STREET, ORLAND, California, 95963 (hereinafter referred to as the "CITY") and Wyatt Paxton, 21235 Albatross Way, Redding, CA 96003 D.B.A Paxton Scott Enterprises (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR has the certifications, competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement's tasks in a professional and competent manner;
- C. CONTRACTOR desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONTRACTOR has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. INCORPORATION OF RECITALS

The Recitals constitute the factual basis upon which CITY and CONTRACTOR have entered into this Agreement. CITY and CONTRACTOR acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2. TERM OF AGREEMENT.

The term of this contract shall commence on November 16, 2022 or upon execution by both parties, whichever is later and shall expire on June 30, 2024 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction.

4. SERVICES.

The CONTRACTOR shall perform those specialized services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference. Outside of reasonable business hours of the CITY and project completion dates, CONTRACTOR shall perform such services on hours and schedules established by the preference of the CONTRACTOR, and for which the CONTRACTOR shall exercise their own discretion and independent judgment in the performance thereof.

5. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated at a rate established by the CONTRACTOR of no more than \$100.00 per hour and for a total amount not to exceed \$75,000 per fiscal year pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

6. CONTRACT ADMINISTRATION.

6.1. For the CITY: Unless otherwise designated in writing, The Orland City Manager shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person or designee as identified from time-to-time.

6.2. For the CONTRACTOR: Wyatt Paxton of Paxton Scott Enterprises shall be responsible for all aspects of administration of the Agreement. CONTRACTOR has been selected to perform these specialized services due to his specific certifications, knowledge, skills and abilities that are considered to be uniquely aligned with the needs of the City.

6.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services. The City will provide an in-house permit technician with whom CONTRACTOR can coordinate work flow and projects.

7. TERMINATION.

7.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

7.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties.

8. INDEMNIFICATION.

CONTRACTOR shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONTRACTOR's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

9. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

9.2. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain

at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

10. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

13. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

14. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR is solely responsible for the control and direction of the manner and day-to-day timing of the performance of the work. The CONTRACTOR hereby confirms that they are, at the time of execution of this Agreement, customarily engaged independently in the established trade or occupation or business of the same or similar nature as the work being performed for the CITY. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

15. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices 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.

CITY:

City of Orland,
815 Fourth Street,
Orland, California, 95963
Attn: Peter R. Carr, City Manager

CONTRACTOR:

Paxton Scott Enterprises
21235 Albatross Way
Redding, CA 96003
Attn: Wyatt Paxton

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

17. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

18. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

19. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 15th day of November, 2022.

CONTRACTOR:

Wyatt Paxton, Building Official

CITY:

Dennis G. Hoffman, Mayor

EXHIBIT A – SERVICES TO BE PERFORMED

Building Official (CBO), Building Inspection, Plans Checking as approved by both parties and Code Enforcement functions are specialized and distinguishable from other general office positions by the level of complexity of duties assigned, independence of action taken, and performance.

Building Official, Building Inspection and Code Enforcement: Contractor shall act as the City's Building Official, review and check building plans, conduct Building Inspections, and Issue Code Enforcement Citations.

Administration Functions (Support to Permit Technician):

The Building Official or his contract staff may provide training to and share City Hall front counter and phone duties with other administrative staff on an as-needed basis (e.g., surge, vacation, sick leave of permanent staff). Other duties may include administrative support to the Permit Technician to:

- Coordinate and Track Planning, Building, and Engineering permits,
- File Permit-related documents and permit data entry,
- Issue and track Code Enforcement citations,
- Manage and coordinate special projects, develop customer/applicant check list and permit routing process check list), and
- Accept and process (limited duties) other permit applications and fees including Building, Planning, Encroachment, and other City related permits.

Billing Rate for Services:

- CBO, plans check and services provided directly by Wyatt Paxton: \$100/hr
- Inspection, Code Enforcement, Permit Tech coordination provided by associate employees of Paxton Scott: \$ 75/hr
- Travel expenses shared with neighboring jurisdiction accounts per federal rate
- Travel within Orland at federal rate or use of City vehicle, if available.

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

November 15, 2022

Mr. John Amaro, Chairman
Glenn Groundwater Authority
225 North Tehama Street
Willows, CA 95988

Subject: Support for DWR Proposition 68 (Round 2) Grant Application for Colusa Subbasin Groundwater Sustainability Plan Implementation, including the Orland-Artois Water District Annexation

Dear Mr. Amaro,

The City Council supports the Glenn Groundwater Authority in applying for a Proposition 68 (Round 2) California Department of Water Resources (DWR) grant for Sustainable Groundwater Management implementation on behalf of the Colusa Subbasin.

A critically important project in our area is the proposed annexation of over 11,000 acres into the Orland-Artois Water District. Annexing these lands—which are currently under agricultural production using groundwater—and developing infrastructure to sustainably serve them will meaningfully reduce groundwater demand around the City of Orland. By doing so, this project will benefit all groundwater users in the area, including municipal public supply wells and private domestic wells serving households surrounding Orland.

Hundreds of well owners have reported issues in and around Orland, all of which is a designated Disadvantaged Community. One action being taken to serve these households is the City of Orland's implementation of the Orland Area Water Supply Project with support from the Department of Water Resources. This project extends the City of Orland's public water supply system to serve 190 additional households whose wells have been affected by declining groundwater levels. The Orland-Artois Water District Annexation is an important complementary project that provides greater access to surface water and helps address local groundwater issues for the long term.

We recognize the importance of basin-wide conjunctive use of surface water and groundwater for long term sustainability. This annexation project is a key component to help us achieve sustainability.

Thank you for the opportunity to offer our support for this critical project.

Sincerely,

Dennis Hoffman, Mayor

RESOLUTION NO. 2022- 31

**A RESOLUTION OF THE CITY OF ORLAND AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE,
AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021
(SB 129)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

WHEREAS, the **City of Orland** proposes to implement the **Building Forward Grant Project**;

WHEREAS, the **City of Orland** has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the **City of Orland** intends to apply for grant funding from the California State Library for the **Building Forward Grant Project**;

THEREFORE, BE IT RESOLVED by the **City of Orland**, with acknowledgment of the **Orland Free Library**, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the **City of Orland City Manager** or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.
2. The **City of Orland City Manager**, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The **City of Orland City Manager**, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Orland City Council of the City of Orland at the meeting held on **November 15, 2022**, motion by **[NAME]** and seconded by **[NAME]**, motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis G. Hoffman
Mayor, City of Orland

Jennifer Schmitke
City Clerk

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 5.L.

MEETING DATE: November 15, 2022

TO: Honorable Mayor and Council
FROM: Assistant City Manager Rebecca Pendergrass
SUBJECT: Award of Contract for Program Income Planning and Reporting Services

Staff recommends the award of a contract for State Community Development Block Grants (CDBG) Program Income Planning and HOME Program Income Reporting services.

BACKGROUND

The City has traditionally planned and reported on the funds received from both CDBG and HOME. These grant funds are utilized for the Down Payment Assistance Program, Home Rehab Program and Business Assistance Loans provided by the City. Historically, any funds that are not currently in use reside in a separate checking account until needed by a qualified applicant. These funds can only be utilized in ways deemed appropriate by the State and cannot be absorbed into the City's General Fund.

DISCUSSION

The State of California has significantly changed how local jurisdictions will report on the status of the CDBG and HOME funds, as of fiscal year 21-22. Additionally, the program income generated from these funds will need to be reprogrammed as it comes in or alternatively the State will recapture the funds. The State now requires all reporting to be completed through an online platform called eCivis. Housing Tools LLC, our Housing Element consultant, will be able to train staff on the new protocol set by the State as well as create a step-by-step guide that can be utilized after services have been completed. Furthermore, Housing Tools will be able to assist staff in reprogramming the unused funds in a way that meets State guidelines and still benefits the community, as opposed to the State repossessing the funds for non-use.

Attachments: Contract for services between the City of Orland and Housing Tools LLC for Program Income Planning and Reporting Services.

RECOMMENDATION

Approve the proposed contract with Housing Tools LLC for Program Income Planning and Reporting services and authorize the City Manager to execute the contract.

Fiscal Impact of Recommendation: \$13,050 to be paid for out of Program Income Grant Funds. No impact on the City's General Fund.

CONTRACT FOR SERVICES

This Agreement is made between the City of Orland ("Client"), with a principal place of business at 815 Fourth Street, Orland, CA 95963, and Housing Tools, a Limited Liability Company ("Contractor"), an independent contractor, with a principal place of business at 3400 Cottage Way, Suite B, Sacramento, CA 95825.

ARTICLE 1 Term of Contract

1.01. This agreement will become effective on the date last set forth below and will continue in effect until the services provided for in this agreement have been performed or until terminated as provided in this agreement.

ARTICLE 2 Scope of Contractor Services

2.01. Contractor agrees to perform the services specified in the scope of work attached to this agreement as Exhibit A and incorporated herein by reference (the "Scope of Work").

2.02. Contractor agrees to perform the Scope of Work in accordance with the schedule specified in the Scope of Work.

Method of Performing Services

2.03. Contractor will determine the method, details, and means of performing the above-described services.

Contractor Status

2.04. Contractor enters into this agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees he is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor agrees he is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at his own expense disability, unemployment, and other insurance, workers compensation, training, permits, and licenses for himself and for his employees and subcontractors.

Payment of Income Taxes

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

Use of Employees or Subcontractors

2.06. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

ARTICLE 3 Compensation

3.01. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor on a time and materials basis consistent with the Scope of Work (Exhibit A). To the extent the Scope of Work identifies tasks or milestones with a fixed fee and/or cost, Contractor shall nevertheless be entitled to periodic compensation for percentage of work completed against said tasks or milestones in a time and manner determined by Contractor and reflected on Contractor's monthly statement. Client shall notify Contractor within ten (10) business days of receipt of statement regarding any discrepancies between Contractor's statement and this agreement; otherwise, Client shall compensate Contractor as further defined herein.

Date for Payment of Compensation

3.02. Contractor will submit to Client a monthly statement of services rendered. Client agrees to pay the amount due to Contractor within thirty (30) days of receipt of the statement. After thirty (30) days, any unpaid balance will accrue late payment charge at a monthly rate of one and one-half percent (1.5%).

Payment of Expenses

3.03. The Scope of Work includes Consultant expenses incurred in performing services under this agreement, including payroll expenses, equipment, supplies, office lease and expenses, taxes, utilities, training, and travel.

ARTICLE 4 Contractor Obligations

Non-Exclusive Relationship

4.01. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in his sole discretion, sees fit.

Time and Place of Performing Work

4.02. Contractor may perform the services under this agreement at any suitable time and location he chooses.

Tools, Materials, and Equipment

4.03. Contractor will supply all tools, materials, and equipment required to perform the services under this agreement.

Workers Compensation

4.04. Contractor agrees to provide workers compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Liability Insurance

4.05. Contractor shall maintain commercial general liability insurance that provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000.

Contractor's Qualifications

4.06. Contractor represents he has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. Contractor has complete and sole discretion for the manner in which the work under this agreement will be performed.

Indemnity

4.07. Contractor agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees, and costs, that Client may incur as a result of a breach by Contractor of any representation or agreement contained in this agreement.

Assignment

4.08. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of Client.

ARTICLE 5 Obligations of Client

Cooperation of Client

5.01. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this agreement, including but not limited to, the following:

- a. Provide all information pertinent to the Scope of Work, including but not limited to previous reports and any other relevant data necessary to complete the Scope of Work.
- b. Provide access to enter upon property as required for Contractor to complete the Scope of Work.
- c. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Contractor, and render decisions pertaining thereto within a reasonable time frame in order to meet the Schedule.
- d. Designate in writing a person to act as Client's representative with respect to services to be performed under this Contract. Such person shall have complete authority to transmit instructions, receive information, and make decisions with respect to completion of the Scope of Work.
- e. Give prompt written notice to Contractor whenever Client becomes aware of any defect in delivery of the Scope of Work.
- f. Furnish approvals as necessary for completion of the Scope of Work.

Assignment

5.02. Neither this agreement nor any duties or obligations under this agreement may be assigned by Client without the prior written consent of Contractor.

ARTICLE 6 Termination

Expiration of Agreement

6.01. Unless otherwise terminated as provided in this agreement, this agreement will continue in effect until the services provided for in this agreement have been fully and completely performed and shall then terminate unless renewed in writing by both parties.

Termination on Notice

6.02. Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving twenty (20) days written notice to the other party.

Termination on Occurrence of Stated Events

6.03. This agreement will terminate automatically on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of either party.
- b. Sale of the business of either party.
- c. Death of either party.

ARTICLE 7 Proprietary Rights

New Developments

7.01. Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor while performing services under this agreement will be assigned to Client as the sole and exclusive property of Client and Client's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Contractor while performing services under this agreement. On request and at Client's expense, Contractor agrees to help Client obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Client in completing any required application or registration.

Client's Confidential Information

7.02. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Contractor's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning Client's employees, products, services, prices,

operations, and subsidiaries. Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Client's approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this agreement, Contractor will return any confidential information in his possession to Client.

ARTICLE 8 General Provisions

Notices

8.01. Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Entire Agreement of the Parties

8.02. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

Partial Invalidity

8.03. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Payment of Moneys Due Deceased Contractor

8.04. If Contractor dies before completing the services under this agreement, any moneys due Contractor from Client under this agreement as of the date of death will be paid to the Contractor's executors, administrators, heirs, personal representatives, successors, and assigns.

Attorney's Fees

8.05. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, expert witness fees, and costs which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

8.06. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at _____[city], California, on _____[date].

City of Orland
Client

Housing Tools
Contractor

Pete Carr, City Manager

James Coles, Owner

EXHIBIT A

SCOPE OF WORK



3400 Cottage Way, Suite B, Sacramento, CA 95825
(916) 692-8544 | housing-tools.com

September 2, 2022

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

Re: 2022-23 State CDBG Program Income (PI) Planning and HOME PI Reporting Services

Dear Mr. Carr,

As requested by City staff, Housing Tools is providing this proposal for State CDBG Program Income (PI) Planning and HOME PI Reporting Services for the fiscal year 2022-23. We appreciate the opportunity to continue working with the City.

Purpose of the Proposal

The State of California has significantly changed how local jurisdictions will report on the status of their CDBG funds, including program income, effective with the end of FY 21-22. As HCD noted in their email on June 17, 2022, program income must now be reported using the eCivis grants portal. The City staff, specifically the City accountant, is responsible for filing these reports. HCD is going to require that cities enter PI monthly, or at a minimum, quarterly, as it is received. The remainder of the CDBG APR is also moving online to eCivis, so FY 21-22 was the last year of filing an APR using the Excel form and emailing it to HCD. Our firm unfortunately will not be able to prepare your CDBG reports moving forward, as we cannot receive an eCivis account and we do not have real-time access to the City's accounting system. However, we are able to offer the City training on the new HCD process for CDBG program income reporting.

We are also able to offer technical assistance and support in determining the best uses of unused program income and help the City make a plan to submit to HCD before they recapture the funds. The State is going to start sweeping unused PI balances and put them back into the State's pool to distribute to other jurisdictions. It is vital to remember that the PI generated by previous activities does not belong to the City – it actually belongs to the Federal government (U.S. Department of Housing and Urban Development – aka HUD) and HUD is renewing its requirement to states that they get the PI back out into the community and spent, or it will be recaptured.

Along with State CDBG PI planning, we are able to provide grant assistance with State HOME funds. State HOME reporting has not changed. We can use the State's forms to submit Quarterly Reports and Annual Progress Reports on the City's behalf, in collaboration with the City's accountant.



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(916) 692-8544 | housing-tools.com

Scope of Services and Schedule

Housing Tools will provide the following services as described below related to State CDBG Program Income (PI) planning and HOME PI reporting. Services are grouped into the activities listed below.

Activity 1: State CDBG PI Planning

Activity 2: State HOME PI Reporting

Activity 3: Coordination and General Technical Assistance

Below is an itemized listing of potential tasks. Each task includes scope of work, schedule, and proposed budget. The City may choose to incorporate some or all of these tasks into a contract for State CDBG PI planning and HOME PI reporting with Housing Tools.

<u>Activity/Task</u>	<u>Scope of Work</u>	<u>Schedule</u>	<u>Proposed Budget</u>
Activity 1: State CDBG PI Planning			
Task 1.1: Review City's State CDBG Materials	Review materials such as CDBG standard agreements, contracts, amendments, and current unused program income figures. Prepare preliminary recommendations.	September-October 2022	\$1,840
Task 1.2: In-Person Planning Meeting with City Staff	Facilitate an in-person planning meeting with City staff to 1) provide training on the new HCD process for CDBG program income reporting; and 2) determine the best uses of unused program income and make a plan to submit to HCD.	October-November 2022	\$2,300
Task 1.3: Develop Schedule and Recommendations	Following the in-person meeting, develop 1) an internal City process guide for CDBG program income reporting and 2) a schedule and recommendations for the City to submit a plan for unused program income to HCD.	November-December 2022	\$1,260

Task 1.4: Provide Technical Assistance for Application	The City's three options for an application are: Program Income (PI) only agreement, 2023 NOFA application, or an amendment to existing agreement. Housing Tools will provide technical assistance to the City to prepare and submit the application option the City chooses.	January-June 2023 (depending on application timeline)	\$1,060
Activity 1 Total			\$6,460
Activity 2: State HOME PI Reporting			
Task 2.1: Prepare and Submit State HOME PI Quarterly Reports – Four (4) Reports	Prepare State HOME PI quarterly reports using the State's template and information from City finance staff on grant revenue, expenditures, and program income status. Submit reports to the State representative. Coordinate any responses to questions from the State or follow-up action to ensure compliance with grant reporting requirements.	July 2022-June 2023	Billed hourly. Not to exceed \$2,520
Task 2.2: Prepare and Submit State HOME PI Annual Progress Report	Prepare State HOME PI annual progress report (APR) using the State's template and information from City finance staff on grant revenue, expenditures, and program income status. Submit report to the State representative. Coordinate any responses to questions from the State or follow-up action to ensure compliance with grant reporting requirements.	July-August 2023	Billed hourly. Not to exceed \$630
Activity 2 Total			Not to exceed \$3,150
Activity 3: Coordination and General Technical Assistance			



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Task 3.1: General Correspondence and Coordination	Coordination on modifications based on changing environments, and check in meetings.	July 2022-June 2023	Billed hourly. Not to exceed \$2,300
Task 3.2: General Technical Assistance	Conduct work outside of other proposed tasks as requested by City due to changing circumstances or unanticipated needs.	July 2022-June 2023	Billed hourly. Not to exceed \$1,150
Activity 3 Total			Not to exceed \$3,450
OVERALL TOTAL			Not to exceed \$13,060

Consultant Expertise

Our firm employs an efficient workflow to administer your grants. In particular, we have experience ensuring compliance with HOME and CDBG, including project set up, on-site monitoring, and timely submission of reports.

Our first-hand experience working in the public sector provides us with an intimate understanding of local government context, challenges, and opportunities. The foundation of our work in this arena is inclusive, transparent, and constructive community outreach. Whether our efforts are homeless initiatives, housing plans, fund development, or policy analysis and evaluation, we are eager to help you make your community more vibrant and equitable.

Insurance

Consultant maintains liability insurance that covers the firm's employees in executing its normal business activities. The amount of coverage is \$1 million per occurrence and \$2 million in aggregate. Consultant also maintains auto insurance at \$1 million per occurrence and workers compensation insurance at \$1 million per occurrence. Consultant may provide Client with an insurance certificate naming the Client as Additional Insured at Client's request.

Project Staffing

The budget is based on the following hourly rates, travel, and printing costs. The budget includes hourly rates, travel reimbursement, printing costs, and course of business costs such as leases, insurance, equipment, training, utilities, taxes, etc.



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Cost	Rate
Principal	\$130/hour
Community Development Manager	\$130/hour
Project Manager	\$100/hour
Administrative	\$80/hour
Travel Reimbursement	\$0.585/mile
Printing and Media Reimbursement	100% of cost

Below is a summary of the not-to-exceed amount for the services described above for fiscal year 2022-23 State CDBG Program Income (PI) Planning and HOME PI Reporting Services

2022-23 State CDBG Program Income (PI) Planning and HOME PI Reporting Services: Contract Amount	
Activity 1	\$6,460
Activity 2	\$3,150
Activity 3	\$3,450
Total	\$13,060

Thank you for your interest in our firm's State CDBG Program Income (PI) Planning and HOME PI Reporting Services. Please do not hesitate to let me know of any questions you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Coles", written over a light blue horizontal line.

James Coles
Principal

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #:6.A.
MEETING DATE: November 15, 2022

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Annual Waste Collection Rate Adjustment (Discussion/Action)

Annual rate adjustment for contract solid waste collection services, per 10-yr agreement.

Background:

Effective January 1, 2020, and continuing through December 31, 2029, the City of Orland has contracted with U.S.A. Waste of California (d.b.a. WM, Inc.) for the collection of solid waste within the City of Orland. This collection service is undertaken pursuant to a franchise agreement between the City of Orland and WM, part of a master agreement including the County of Glenn and the City of Willows. Pursuant to the contract, the collection rates are subject to annual rate adjustments, increases or decreases, calculated pursuant to the most recent Consumer Price Index/Urban Customers-Western States (CPI), diesel fuel and tipping fee rates, with an annual cap of 5%. Typical adjustments in recent years have been under 2%.

Discussion:

The rate request based on established adjustment factors exceeds the 5% cap set forth in the Master Franchise Agreement. WM requests that the City Council consider the extremely unusual and significantly impactful fuel cost increase of nearly 50% and allow the total increase to exceed the 5% cap by an additional 1.71%. City Staff reviewed and verified the adjustment calculation and conferred with Willows and Glenn County. Based on the contract in place, the collection rates must be adjusted pursuant to the 5% cap amount; the Council at its discretion may consider the contractor's requested 6.71%. Legal counsel advises there is basis only for the 5% adjustment.

The new collection rates, to be in place effective January 1, 2023, are set forth in Attachment A and B as 5% and 6.71% adjustments, respectively. The difference between 5% and 6.71% for a standard 64-gallon cart mixed solid waste is 44¢. A recycling cart is provided and collected at no additional charge. The optional green waste cart is approximately \$6 per month.

Attachment: Waste Management Service Fee Adjustments 2023

Recommendation:

Approval either the 5% or 6.71% rate adjustment effective January 1, 2023.

Fiscal Impact of Recommendation: No fiscal cost to City; positive impact on franchise fee revenue corresponding to adjustment.



Corning Disposal
Waste Management
3281 Hwy 99 W
Corning, CA 96021

November 1, 2022

Mr. Peter Carr
City Manager
City of Orland
815 4th St.
Orland, CA 95963

Dear Mr. Carr:

Attached is our rate review in accordance with Attachment 8B – Service Fee Adjustments in the Master Franchise Agreement and Attachment 8B Service Fee Adjustments of our Collection Franchise Agreement with the City of Orland. These sections address rate increases or decreases based on the Consumer Price Index, service fee, fuel and transfer station service fee.

The CPI rate increase of 6.71% has been calculated using the most recent Consumer Price Index/Urban Customers - Western States, (1982-1989=100). The calculation does exceed the 5% cap by 1.71%. Per the Master Agreement,

“Determination of Service Fee Adjustment. The intent of a service fee adjustment is to compensate Franchisee to the extent events beyond Franchisee's reasonable control increase its costs or reduce revenue.”

WM would like to request approval for the 6.71% increase. I have attached the calculation of the new rates and the support information in two separate documents. One document will have a calculation of the 5% adjustment and the second document will have the calculation for the 6.71% adjustment. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Diana Ramirez'.

Diana Ramirez
Public Sector Manager



COLLECTION SERVICES PROPOSAL
City of Orland
Effective - 1/1/2023
Service Charge Fee Schedule

Rate Adjustment
6.71%

RESIDENTIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$15.39	\$1.03	\$16.42
35 Gallon Cart	\$20.20	\$1.35	\$21.55
64 Gallon Cart	\$21.37	\$1.43	\$22.80
96 Gallon Cart	\$32.29	\$2.17	\$34.46
96 Gallon Yard Waste - 1st Cart	\$5.78	\$0.39	\$6.17
Ancillary Services			
Additional recycling cart after 1st cart	\$8.77	\$0.59	\$9.36
Additional yard waste cart after 1st cart	\$8.77	\$0.59	\$9.36
Cancellation of yard waste services within the first 6 months of set up	\$29.20	\$1.96	\$31.16
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$12.21	\$0.82	\$13.03
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$5.28	\$0.35	\$5.63
Extra Pick up - 64 Gallon	\$7.29	\$0.49	\$7.78
Extra Pick up - 96 Gallon	\$9.24	\$0.62	\$9.86
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$15.68	\$1.05	\$16.73
Contamination in Residential Containers * (per cart/per service)	\$16.37	\$1.10	\$17.47
Overage charge (cart too full for lid to close) *	\$16.37	\$1.10	\$17.47
Bad Pay/Reactivation Fees (no delivery)	\$37.36	\$2.51	\$39.87
Bad Pay/Reactivation Fees (with delivery)	\$52.54	\$3.52	\$56.06

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
MSW Bin Services			
1 Yard MSW - 1xWeek	\$106.04	\$7.11	\$113.15
1 Yard MSW - 2xWeek	\$148.42	\$9.96	\$158.38
1 Yard MSW - 3xWeek	\$195.37	\$13.10	\$208.47
1 Yard MSW - 4xWeek	\$255.00	\$17.10	\$272.10
1 Yard MSW - 5xWeek	\$317.54	\$21.30	\$338.84
1.5 Yard MSW - 1xWeek	\$114.07	\$7.65	\$121.72
1.5 Yard MSW - 2xWeek	\$159.70	\$10.71	\$170.41
1.5 Yard MSW - 3xWeek	\$210.19	\$14.10	\$224.29
1.5 Yard MSW - 4xWeek	\$274.34	\$18.40	\$292.74
1.5 Yard MSW - 5xWeek	\$341.63	\$22.92	\$364.55
2 Yard MSW - 1xWeek	\$133.67	\$8.97	\$142.64
2 Yard MSW - 2xWeek	\$231.92	\$15.56	\$247.48
2 Yard MSW - 3xWeek	\$330.17	\$22.15	\$352.32
2 Yard MSW - 4xWeek	\$430.96	\$28.91	\$459.87
2 Yard MSW - 5xWeek	\$536.65	\$36.00	\$572.65
3 Yard MSW - 1xWeek	\$179.28	\$12.03	\$191.31
3 Yard MSW - 2xWeek	\$296.11	\$19.86	\$315.97
3 Yard MSW - 3xWeek	\$409.69	\$27.48	\$437.17
3 Yard MSW - 4xWeek	\$527.59	\$35.39	\$562.98
3 Yard MSW - 5xWeek	\$712.59	\$47.80	\$760.39
4 Yard MSW - 1xWeek	\$228.57	\$15.33	\$243.90
4 Yard MSW - 2xWeek	\$378.81	\$25.41	\$404.22
4 Yard MSW - 3xWeek	\$525.37	\$35.24	\$560.61
4 Yard MSW - 4xWeek	\$677.32	\$45.43	\$722.75
4 Yard MSW - 5xWeek	\$846.57	\$56.79	\$903.36
6 Yard MSW - 1xWeek	\$307.02	\$20.59	\$327.61
6 Yard MSW - 2xWeek	\$507.60	\$34.05	\$541.65
6 Yard MSW - 3xWeek	\$709.30	\$47.58	\$756.88
6 Yard MSW - 4xWeek	\$917.47	\$61.54	\$979.01
6 Yard MSW - 5xWeek	\$1,146.76	\$76.92	\$1,223.68

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$53.02	\$3.56	\$56.58
1 Yard RECYCLE - 2xWeek	\$74.22	\$4.98	\$79.20
1 Yard RECYCLE - 3xWeek	\$97.69	\$6.55	\$104.24
1 Yard RECYCLE - 4xWeek	\$127.50	\$8.55	\$136.05
1 Yard RECYCLE - 5xWeek	\$158.78	\$10.65	\$169.43
1.5 Yard RECYCLE - 1xWeek	\$57.04	\$3.83	\$60.87
1.5 Yard RECYCLE - 2xWeek	\$79.85	\$5.36	\$85.21
1.5 Yard RECYCLE - 3xWeek	\$105.10	\$7.05	\$112.15
1.5 Yard RECYCLE - 4xWeek	\$137.17	\$9.20	\$146.37
1.5 Yard RECYCLE - 5xWeek	\$170.81	\$11.46	\$182.27
2 Yard RECYCLE - 1xWeek	\$66.83	\$4.48	\$71.31
2 Yard RECYCLE - 2xWeek	\$115.96	\$7.78	\$123.74
2 Yard RECYCLE - 3xWeek	\$165.09	\$11.07	\$176.16
2 Yard RECYCLE - 4xWeek	\$215.47	\$14.45	\$229.92
2 Yard RECYCLE - 5xWeek	\$268.33	\$18.00	\$286.33
3 Yard RECYCLE - 1xWeek	\$89.64	\$6.01	\$95.65
3 Yard RECYCLE - 2xWeek	\$148.06	\$9.93	\$157.99
3 Yard RECYCLE - 3xWeek	\$204.85	\$13.74	\$218.59
3 Yard RECYCLE - 4xWeek	\$263.79	\$17.69	\$281.48
3 Yard RECYCLE - 5xWeek	\$356.29	\$23.90	\$380.19
4 Yard RECYCLE - 1xWeek	\$114.28	\$7.67	\$121.95
4 Yard RECYCLE - 2xWeek	\$189.42	\$12.71	\$202.13
4 Yard RECYCLE - 3xWeek	\$262.69	\$17.62	\$280.31
4 Yard RECYCLE - 4xWeek	\$338.66	\$22.72	\$361.38
4 Yard RECYCLE - 5xWeek	\$423.30	\$28.39	\$451.69
6 Yard RECYCLE - 1xWeek	\$153.51	\$10.30	\$163.81
6 Yard RECYCLE - 2xWeek	\$253.80	\$17.02	\$270.82
6 Yard RECYCLE - 3xWeek	\$354.66	\$23.79	\$378.45
6 Yard RECYCLE - 4xWeek	\$458.74	\$30.77	\$489.51
6 Yard RECYCLE - 5xWeek	\$573.38	\$38.46	\$611.84
COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$23.36	\$1.57	\$24.93
96 Gallon Cart - MSW	\$33.31	\$2.23	\$35.54
64 Gallon Cart - Recycling - Every Other Week	\$11.67	\$0.78	\$12.45
96 Gallon Cart - Recycling - Every Other Week	\$16.65	\$1.12	\$17.77
MSW Comapctor Bin Service Rates			
1 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$152.56	\$10.23	\$162.79
1.5 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$179.04	\$12.01	\$191.05
2 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$217.10	\$14.56	\$231.66
3 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$299.62	\$20.10	\$319.72
4 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$385.83	\$25.88	\$411.71
6 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$538.10	\$36.10	\$574.20

Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$32.36	\$2.17	\$34.53
Extra Pick up - Service Day - 1.5 yard	\$39.78	\$2.67	\$42.45
Extra Pick up - Service Day - 2 yard	\$47.15	\$3.16	\$50.31
Extra Pick up - Service Day - 3 yard	\$55.68	\$3.73	\$59.41
Extra Pick up - Service Day - 4 yard	\$69.27	\$4.65	\$73.92
Extra Pick up - Service Day - 6 yard	\$91.08	\$6.11	\$97.19
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$116.16	\$7.79	\$123.95
4 Yard Temp Bin per day after 3rd day	\$40.81	\$2.74	\$43.55
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$16.93	\$1.13	\$18.06
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$29.20	\$1.96	\$31.16
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.84	\$0.39	\$6.23
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$56.51	\$3.79	\$60.30
Overage/Snapshot charge (bin too full for lid to close) *	\$76.73	\$5.15	\$81.88
Bad Pay/Reactivation fee (no delivery)	\$37.36	\$2.51	\$39.87
Bad Pay/Reactivation fee (with delivery)	\$64.23	\$4.31	\$68.54

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal)*	\$517.24	\$34.70	\$551.94
30 Yard Roll Off Container (includes 3 tons disposal)*	\$586.75	\$39.36	\$626.11
Compactor Haul Charge (no included disposal)**	\$252.37	\$16.93	\$269.30
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$13.55	\$0.91	\$14.46
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$188.23	\$12.63	\$200.86
Relocation Charge (Move box to new location on customers current site)	\$188.23	\$12.63	\$200.86
Bad Check/EFT Charge	\$30.69	\$2.06	\$32.75
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

**Disposal not included. Charged landfill rate plus applicable franchise fees

PI Year
2023

	Current			
	Operations (CPI)	Fuel	Disposal	
Adjustment Percentage	7.86%	49.61%	0.00%	
Weighted Allocation	63.55%	3.45%	33.00%	Final Percentage
Allocated Adjustments	5.00%	1.71%	0.00%	6.71%

	Historical			
	Operations (CPI)	Fuel	Disposal	Total Adjustment
2021	0.00%	0.00%	0.00%	0.00%
2022	2.05%	0.25%	0.00%	2.31%
2023	5.00%	1.71%	0.00%	6.71%
2024				
2025				
2026				
2027				
2028				
2029				
2030				

PI Year
2023

Data extracted on: September 23, 2021 (6:57:21 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0400SA0
Not Seasonally Adjusted
Series Title: All items in West urban, all urban consumers, not seasonally adjusted
Area: West
Item: All items
Base Period: 1982-84=100

		Start Period	End Period
Older Period	282.9818	10/1/2020	9/30/2021
Newer Period	305.2312	10/1/2021	9/30/2022
Index Change	22.24942		
Index Change %	7.86%		

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	Calculated Average
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543	
2012	228.98	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196	231.1990833
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237	236.153	236.096	235.824	235.093	236.555	235.0698333
2014	236.707	237.614	239.092	239.808	241.35	241.616	241.85	241.66	241.92	241.65	240.22	239.095	240.215	239.365	241.066	239.2388333
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.77	244.26	242.1346667
2016	244.6	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.25	249.161	246.2606667
2017	250.814	252.252	252.949	253.806	254.38	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365	252.8354167
2018	258.638	259.986	260.994	262.037	263.24	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089	261.1495
2019	265.624	266.215	267.37	269.522	270.88	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.35	268.428	272.272	268.5020833
2020	273.34	274.412	273.995	272.913	273.062	274.155	275.597	276.443	276.422	276.876	276.875	276.593	275.057	273.646	276.468	274.13125
2021	277.238	278.702	280.625	283.507	285.793	288.263	289.863	290.393	291.053	293.397	294.986	296.102	287.494	282.355	292.632	282.98175
2022	298.705	301.158	305.082	307.145	309.645	313.496	313.951	314.013	315.094					305.872		305.2311667

PI Year
2023

		Start Period	End Period
Previous Period Average	3.81	10/1/2020	9/30/2021
Current Period Average	5.70	10/1/2021	9/30/2022
Difference	1.89		
Difference Change	49.61%		

Sourcekey	EMD_EPD2D_PTE_SCA_DPG	
	California No 2 Diesel Retail	
Date	Prices (Dollars per Gallon)	
10/15/2019	3.985	
11/15/2019	4.003	
12/15/2019	3.902	
1/15/2020	3.873	
2/15/2020	3.787	
3/15/2020	3.601	
4/15/2020	3.283	
5/15/2020	3.182	
6/15/2020	3.216	
7/15/2020	3.254	
8/15/2020	3.263	
9/15/2020	3.259	
10/15/2020	3.246	
11/15/2020	3.25	
12/15/2020	3.356	
1/15/2021	3.439	
2/15/2021	3.607	
3/15/2021	3.931	
4/15/2021	3.98	
5/15/2021	4.024	
6/15/2021	4.095	
7/15/2021	4.195	
8/15/2021	4.291	
9/15/2021	4.324	



City of Orland
Effective - 1/1/2023
Disposal Change Calculations

New County Rate Per Ton Eff 1/1/2022	\$100.00
New County Rate Per Ton Eff 1/1/2023	\$100.00
Rate Change	\$0.00
Rate Change %	0.00%

Historical Data	
Year	County Rate
2021	\$100.00
2022	\$100.00
2023	\$100.00
2024	
2025	
2026	
2027	
2028	
2029	
2030	



COLLECTION SERVICES PROPOSAL
City of Orland
Effective - 1/1/2023
Service Charge Fee Schedule

Rate Adjustment
5.00%

RESIDENTIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$15.39	\$0.77	\$16.16
35 Gallon Cart	\$20.20	\$1.01	\$21.21
64 Gallon Cart	\$21.37	\$1.07	\$22.44
96 Gallon Cart	\$32.29	\$1.61	\$33.90
96 Gallon Yard Waste - 1st Cart	\$5.78	\$0.29	\$6.07
Ancillary Services			
Additional recycling cart after 1st cart	\$8.77	\$0.44	\$9.21
Additional yard waste cart after 1st cart	\$8.77	\$0.44	\$9.21
Cancellation of yard waste services within the first 6 months of set up	\$29.20	\$1.46	\$30.66
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$12.21	\$0.61	\$12.82
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$5.28	\$0.26	\$5.54
Extra Pick up - 64 Gallon	\$7.29	\$0.36	\$7.65
Extra Pick up - 96 Gallon	\$9.24	\$0.46	\$9.70
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$15.68	\$0.78	\$16.46
Contamination in Residential Containers * (per cart/per service)	\$16.37	\$0.82	\$17.19
Overage charge (cart too full for lid to close) *	\$16.37	\$0.82	\$17.19
Bad Pay/Reactivation Fees (no delivery)	\$37.36	\$1.87	\$39.23
Bad Pay/Reactivation Fees (with delivery)	\$52.54	\$2.63	\$55.17

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
MSW Bin Services			
1 Yard MSW - 1xWeek	\$106.04	\$5.30	\$111.34
1 Yard MSW - 2xWeek	\$148.42	\$7.42	\$155.84
1 Yard MSW - 3xWeek	\$195.37	\$9.77	\$205.14
1 Yard MSW - 4xWeek	\$255.00	\$12.75	\$267.75
1 Yard MSW - 5xWeek	\$317.54	\$15.88	\$333.42
1.5 Yard MSW - 1xWeek	\$114.07	\$5.70	\$119.77
1.5 Yard MSW - 2xWeek	\$159.70	\$7.98	\$167.68
1.5 Yard MSW - 3xWeek	\$210.19	\$10.51	\$220.70
1.5 Yard MSW - 4xWeek	\$274.34	\$13.72	\$288.06
1.5 Yard MSW - 5xWeek	\$341.63	\$17.08	\$358.71
2 Yard MSW - 1xWeek	\$133.67	\$6.68	\$140.35
2 Yard MSW - 2xWeek	\$231.92	\$11.60	\$243.52
2 Yard MSW - 3xWeek	\$330.17	\$16.51	\$346.68
2 Yard MSW - 4xWeek	\$430.96	\$21.55	\$452.51
2 Yard MSW - 5xWeek	\$536.65	\$26.83	\$563.48
3 Yard MSW - 1xWeek	\$179.28	\$8.96	\$188.24
3 Yard MSW - 2xWeek	\$296.11	\$14.80	\$310.91
3 Yard MSW - 3xWeek	\$409.69	\$20.48	\$430.17
3 Yard MSW - 4xWeek	\$527.59	\$26.38	\$553.97
3 Yard MSW - 5xWeek	\$712.59	\$35.63	\$748.22
4 Yard MSW - 1xWeek	\$228.57	\$11.43	\$240.00
4 Yard MSW - 2xWeek	\$378.81	\$18.94	\$397.75
4 Yard MSW - 3xWeek	\$525.37	\$26.27	\$551.64
4 Yard MSW - 4xWeek	\$677.32	\$33.87	\$711.19
4 Yard MSW - 5xWeek	\$846.57	\$42.33	\$888.90
6 Yard MSW - 1xWeek	\$307.02	\$15.35	\$322.37
6 Yard MSW - 2xWeek	\$507.60	\$25.38	\$532.98
6 Yard MSW - 3xWeek	\$709.30	\$35.46	\$744.76
6 Yard MSW - 4xWeek	\$917.47	\$45.87	\$963.34
6 Yard MSW - 5xWeek	\$1,146.76	\$57.34	\$1,204.10

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$53.02	\$2.65	\$55.67
1 Yard RECYCLE - 2xWeek	\$74.22	\$3.71	\$77.93
1 Yard RECYCLE - 3xWeek	\$97.69	\$4.88	\$102.57
1 Yard RECYCLE - 4xWeek	\$127.50	\$6.37	\$133.87
1 Yard RECYCLE - 5xWeek	\$158.78	\$7.94	\$166.72
1.5 Yard RECYCLE - 1xWeek	\$57.04	\$2.85	\$59.89
1.5 Yard RECYCLE - 2xWeek	\$79.85	\$3.99	\$83.84
1.5 Yard RECYCLE - 3xWeek	\$105.10	\$5.25	\$110.35
1.5 Yard RECYCLE - 4xWeek	\$137.17	\$6.86	\$144.03
1.5 Yard RECYCLE - 5xWeek	\$170.81	\$8.54	\$179.35
2 Yard RECYCLE - 1xWeek	\$66.83	\$3.34	\$70.17
2 Yard RECYCLE - 2xWeek	\$115.96	\$5.80	\$121.76
2 Yard RECYCLE - 3xWeek	\$165.09	\$8.25	\$173.34
2 Yard RECYCLE - 4xWeek	\$215.47	\$10.77	\$226.24
2 Yard RECYCLE - 5xWeek	\$268.33	\$13.42	\$281.75
3 Yard RECYCLE - 1xWeek	\$89.64	\$4.48	\$94.12
3 Yard RECYCLE - 2xWeek	\$148.06	\$7.40	\$155.46
3 Yard RECYCLE - 3xWeek	\$204.85	\$10.24	\$215.09
3 Yard RECYCLE - 4xWeek	\$263.79	\$13.19	\$276.98
3 Yard RECYCLE - 5xWeek	\$356.29	\$17.81	\$374.10
4 Yard RECYCLE - 1xWeek	\$114.28	\$5.71	\$119.99
4 Yard RECYCLE - 2xWeek	\$189.42	\$9.47	\$198.89
4 Yard RECYCLE - 3xWeek	\$262.69	\$13.13	\$275.82
4 Yard RECYCLE - 4xWeek	\$338.66	\$16.93	\$355.59
4 Yard RECYCLE - 5xWeek	\$423.30	\$21.16	\$444.46
6 Yard RECYCLE - 1xWeek	\$153.51	\$7.67	\$161.18
6 Yard RECYCLE - 2xWeek	\$253.80	\$12.69	\$266.49
6 Yard RECYCLE - 3xWeek	\$354.66	\$17.73	\$372.39
6 Yard RECYCLE - 4xWeek	\$458.74	\$22.94	\$481.68
6 Yard RECYCLE - 5xWeek	\$573.38	\$28.67	\$602.05
COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$23.36	\$1.17	\$24.53
96 Gallon Cart - MSW	\$33.31	\$1.66	\$34.97
64 Gallon Cart - Recycling - Every Other Week	\$11.67	\$0.58	\$12.25
96 Gallon Cart - Recycling - Every Other Week	\$16.65	\$0.83	\$17.48
MSW Comapctor Bin Service Rates			
1 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$152.56	\$7.63	\$160.19
1.5 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$179.04	\$8.95	\$187.99
2 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$217.10	\$10.85	\$227.95
3 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$299.62	\$14.98	\$314.60
4 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$385.83	\$19.29	\$405.12
6 Yard MSW Compactor - Per Bin, Per Weekly Service Frequency	\$538.10	\$26.90	\$565.00

Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$32.36	\$1.62	\$33.98
Extra Pick up - Service Day - 1.5 yard	\$39.78	\$1.99	\$41.77
Extra Pick up - Service Day - 2 yard	\$47.15	\$2.36	\$49.51
Extra Pick up - Service Day - 3 yard	\$55.68	\$2.78	\$58.46
Extra Pick up - Service Day - 4 yard	\$69.27	\$3.46	\$72.73
Extra Pick up - Service Day - 6 yard	\$91.08	\$4.55	\$95.63
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$116.16	\$5.81	\$121.97
4 Yard Temp Bin per day after 3rd day	\$40.81	\$2.04	\$42.85
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$16.93	\$0.85	\$17.78
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$29.20	\$1.46	\$30.66
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.84	\$0.29	\$6.13
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$56.51	\$2.82	\$59.33
Overage/Snapshot charge (bin too full for lid to close) *	\$76.73	\$3.84	\$80.57
Bad Pay/Reactivation fee (no delivery)	\$37.36	\$1.87	\$39.23
Bad Pay/Reactivation fee (with delivery)	\$64.23	\$3.21	\$67.44

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Rate Adjustment	New Rate Effective - 1/1/2023
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal)*	\$517.24	\$25.86	\$543.10
30 Yard Roll Off Container (includes 3 tons disposal)*	\$586.75	\$29.34	\$616.09
Compactor Haul Charge (no included disposal)**	\$252.37	\$12.62	\$264.99
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$13.55	\$0.68	\$14.23
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$188.23	\$9.41	\$197.64
Relocation Charge (Move box to new location on customers current site)	\$188.23	\$9.41	\$197.64
Bad Check/EFT Charge	\$30.69	\$1.53	\$32.22
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

**Disposal not included. Charged landfill rate plus applicable franchise fees

PI Year
2023

	Current			
	Operations (CPI)	Fuel	Disposal	
Adjustment Percentage	7.86%	49.61%	0.00%	
Weighted Allocation	63.55%	3.45%	33.00%	Final Percentage
Allocated Adjustments	5.00%	1.71%	0.00%	6.71%
Cap				5.00%

	Historical				Cap
	Operations (CPI)	Fuel	Disposal	Total Adjustment	
2021	0.00%	0.00%	0.00%	0.00%	
2022	2.05%	0.25%	0.00%	2.31%	
2023	5.00%	1.71%	0.00%	6.71%	5%
2024					
2025					
2026					
2027					
2028					
2029					
2030					

PI Year
2023

Data extracted on: September 23, 2021 (6:57:21 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0400SAO
 Not Seasonally Adjusted
 Series Title: All items in West urban, all urban consumers, not seasonally adjusted
 Area: West
 Item: All items
 Base Period: 1982-84=100

		Start Period	End Period
Older Period	282.9818	10/1/2020	9/30/2021
Newer Period	305.2312	10/1/2021	9/30/2022
Index Change	22.24942		
Index Change %	7.86%		

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	Calculated Average
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543	
2012	228.98	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196	231.1990833
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237	236.153	236.096	235.824	235.093	236.555	235.0698333
2014	236.707	237.614	239.092	239.808	241.35	241.616	241.85	241.66	241.92	241.65	240.22	239.095	240.215	239.365	241.066	239.2388333
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.77	244.26	242.1346667
2016	244.6	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.25	249.161	246.2606667
2017	250.814	252.252	252.949	253.806	254.38	254.469	254.708	255.282	256.504	257.223	257.126	257.347	254.738	253.112	256.365	252.8354167
2018	258.638	259.986	260.994	262.037	263.24	263.732	263.971	264.395	265.105	266.195	265.658	265.209	263.263	261.438	265.089	261.1495
2019	265.624	266.215	267.37	269.522	270.88	270.957	271.029	271.264	272.102	273.524	273.128	272.584	270.35	268.428	272.272	268.5020833
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City of Orland
Effective - 1/1/2023
Disposal Change Calculations

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New County Rate Per Ton Eff 1/1/2023	\$100.00
Rate Change	\$0.00
Rate Change %	0.00%

Historical Data	
Year	County Rate
2021	\$100.00
2022	\$100.00
2023	\$100.00
2024	
2025	
2026	
2027	
2028	
2029	
2030	

CITY OF ORLAND

CITY COUNCIL CONSENT AGENDA ITEM # 6.B.

MEETING DATE: November 15th, 2022

TO: Honorable Mayor and Council
FROM: Joe Fenske, Recreation Director
SUBJECT: Donation of Scoreboard for Spence Park Softball Field (Action)

Council will consider accepting donation of a scoreboard for Spence Park softball field.

BACKGROUND

At the October 24th, 2022, Recreation Commission meeting Orland High School softball coach Kim Cutshall presented to the Commission upgrades she would like to make at Spence Park. These updates include a scoreboard for the southeast softball field, new bleachers, and cinder for the infields all accomplished by fundraising or donations. Currently, Coach Cutshall is asking for approval of a scoreboard. Orland High School uses Vinsonhaler Park for home games but intends to move games to Spence Park. Orland Girls Little League will have access to the score board for their games as well.

DISCUSSION

The scoreboard is 8' x 4' royal blue with white lettering similar to the scoreboards at Lely Park. Scoreboard will be placed in left center field. Price is \$3,395.00, with a five-year warranty. It will come with a wireless remote that can be operated from the dugout or bleachers. These scoreboards require minimal maintenance. In the past six years the only maintenance required to the Lely scoreboards were replacing the score controller.

Installation of the scoreboards will be donated. Orland High School softball organization will be responsible to provide mounting poles, electrical wire, and any additional materials required to complete the job. They will coordinate with local contractors and Public Works for the installation.

Recreation Commission is recommending that Spence Park be placed on the scoreboard and has no issues with the sign displaying Orland Trojans. City staff is suggesting the City seal be placed on the scoreboard. If the sign is purchased from a local business recognition of that business should be placed on the scoreboard. If there are issues with the score controller OHS Softball or Girls Little League shall be responsible for replacing the score controller.

RECOMMENDATION

Consider and accept Recreation Commission recommendation.

FISCAL IMPACT OF RECOMMENDATION

None



City of Orland 2022 Recreation Survey Results



WHAT'S YOUR OPINION?

The Orland City Council would like to get your input on parks & recreation facilities.



In the past ten years, Orland has:

- Built new playground parks at Heartland and Linwood subdivisions
- Replaced playgrounds at Lely Park and Lollipop Land
- Renovated the swimming pool and added a floating obstacle course
- Added a splash pad
- Added a disc golf course at Vinsonhaler Park
- Replaced bleachers at Bihler Field
- Added a group picnic area at Lely Park
- Added basketball courts at Lely Park

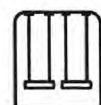
In progress or coming soon (approved and funded):

- Pickleball courts
- Resurfacing tennis courts
- Upgrade to lighting and play areas at Lely ball fields
- Recreation trail and bicycle pump track
- Lighting for basketball courts
- Replace playground near pool / girls softball field
- Develop playground for Watts Ave area
- Develop dog park (approved but location not yet determined)

Ideas for future projects:

1. Add heater to pool
2. Construct skate park (need grant and location)
3. Multi-purpose fields (soccer, football, baseball, etc.) at next City park
4. Upgrades to Bihler Field

The City has \$400,000 budgeted for current and planned park improvements.



Please go to
<https://www.surveymonkey.com/r/OrlandRecSurvey> or
 complete this survey and return to
 City Hall:

1. With an estimated cost of \$1-2 million paid mostly by a grant, perhaps \$100,000 cost to City, is building a concrete skate park a high priority?

Yes / No (circle one)

2. If Orland had a skatepark, would you or your family use it?

Yes / No (circle one)

3. Please rank the following in order of importance, #1 being most important:

_____ Dog park

_____ Pool heater

_____ Skatepark

_____ New multi-purpose parks/soccer fields

_____ Improve baseball /softball fields

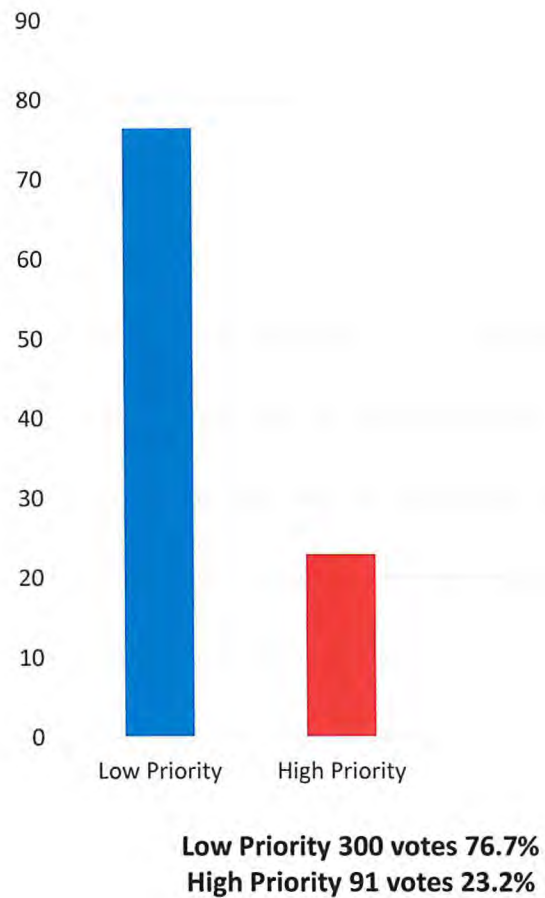
_____ Other: your idea here:



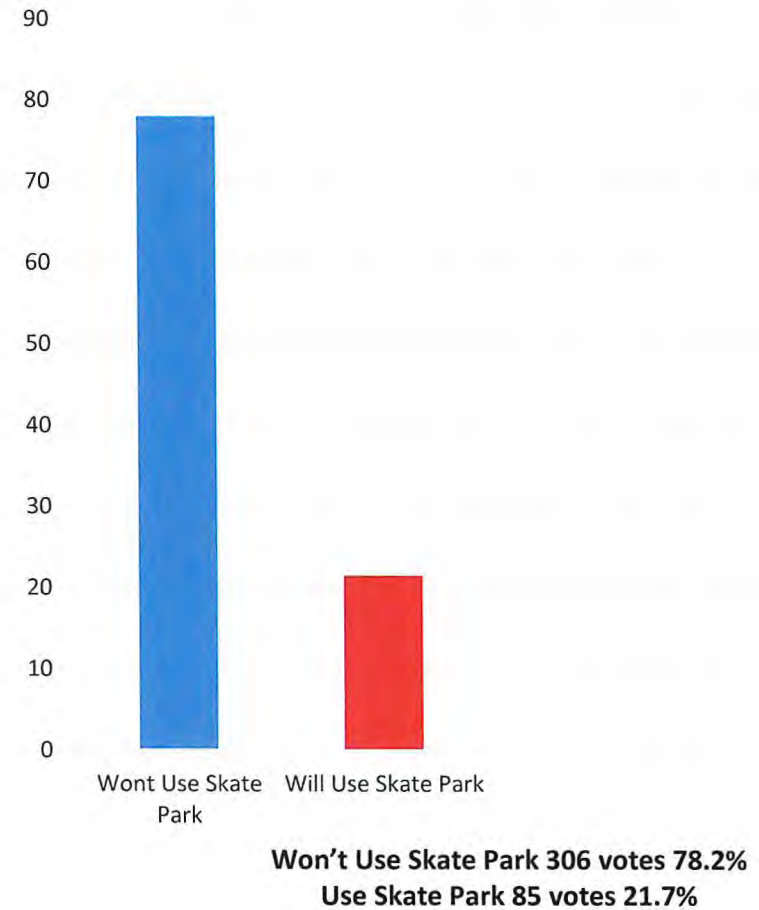
Survey Information Data Page

- 391 total surveys
- 33 surveys were partially ranked 1-6 on question #3 on paper survey
- 43 surveys were not ranked at all 1-6 on question #3 on paper survey
- Survey results were final on October 26th

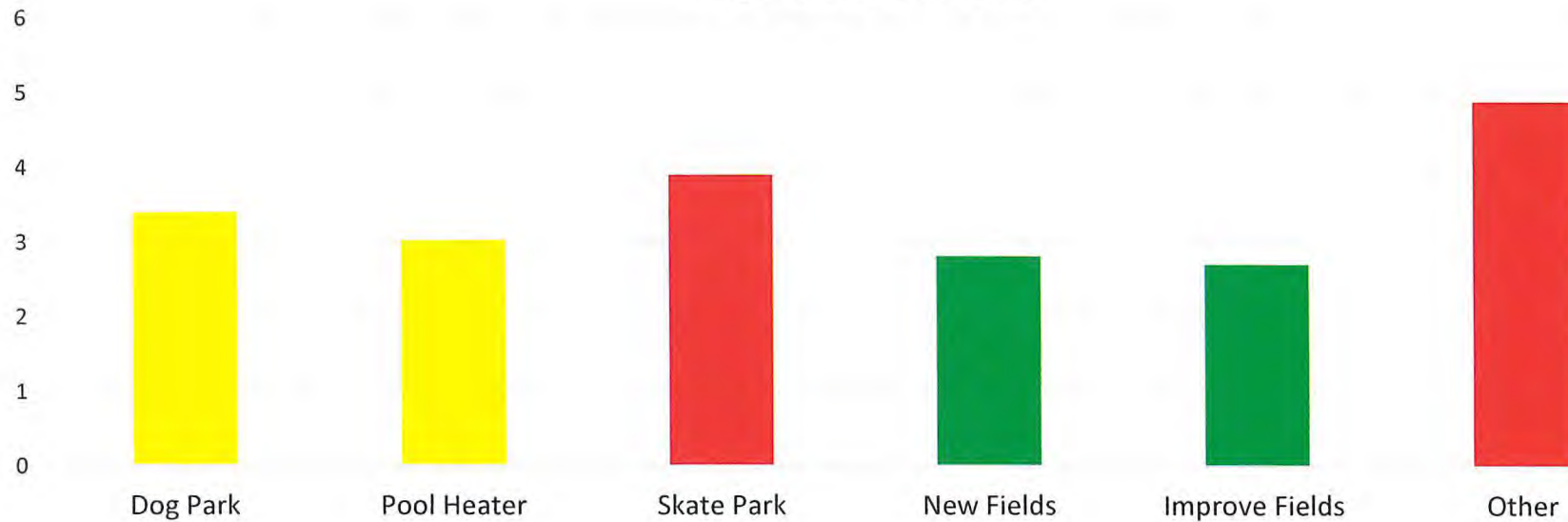
Skate Park High or Low Priority?



Would Your Family Use a Skate Park?



Question #3



Overall Rankings:

1. Improve Fields: 2.72
2. New Multi Purpose Fields: 2.83
3. Pool Heater: 3.04
4. Dog Park: 3.42
5. Skate Park: 3.92
6. Other: 4.9

These rankings are based 1-6 as the lowest ranking the highest priority