

CITY COUNCIL

Chris Dobbs, Mayor
Bruce T. Roundy, Vice-Mayor
Jeffrey A. Tolley
John McDermott
Mathew Romano

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, April 18, 2023 at 6:30 PM

This City Council meeting will be held at Carnegie Center, 912 Third Street, Orland and teleconferenced using Zoom technology. City staff may appear in person or remotely.

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

ZOOM Link: www.zoom.us

WEBINAR ID# 865 0677 1821

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

1. CALL TO ORDER – 6:30 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CONSENT CALENDAR

- A. Warrant List (payable obligations) (p.1)
- B. Approve City Council Minutes for March 21, 2023 (p.6)
- C. Receive and file Arts Commission Minutes from March 15, 2023 (p.9)
- D. Wildfire Fuels Reduction Lease Purchase Agreement (p.10)
- E. Grant Cost Share for Mechanic's Service Truck (p.29)
- F. Approve use of Vinsonhaler Park requested by Orland Historical and Cultural Society (OHCS) (p.30)

5. PUBLIC HEARING

Zoning Ordinance Text Amendment (ZCA 2023-01) – Joint Tenant Pole Signs. (p.31)

A public hearing will be held to consider an amendment to the Orland Municipal Code (OMC) Title 17, Chapter 17.78 Sign Ordinance to incorporate the Conditional Use of "joint tenant" signs for tenants that are on separate parcels. This addition to the current Ordinance shall apply to commercial uses in the "Freeway Influence Area", exclusively.

6. ADMINISTRATIVE BUSINESS

- A. Drought Stage Declaration (Discussion/Action) – Pete Carr, City Manager (p.47)
- B. Draft Well Standards (Discussion/Action) – Pete Carr, City Manager (p.50)
- C. Fiscal Year 2021-2022 Audit (Discussion/Action) – Pete Carr, City Manager (p.65)
- D. Clean California Grant Application (Discussion/Action) – Pete Carr, City Manager (p.67)
- E. Fiscal Year 2023-2024 Budget Discussion#2:Fleet Schedule, Grants Administration (Discussion/Direction)
- Pete Carr, City Manager(p.68)

7. 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).**

8. CITY COUNCIL COMMUNICATIONS AND REPORTS

9. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on April 14, 2023.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 865-1610 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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CITY MANAGER

Peter R. Carr

WARRANT LIST

April 18, 2023

Warrant	4/12/2023	\$	227,672.23
Payroll #7 Compensation	4/6/2023	\$	125,600.62
		\$	353,272.85

APPROVED BY

Mayor, Chris Dobbs

Vice-Mayor, Bruce T. Roundy

Councilmember, Jeffrey A. Tolley

Councilmember, John McDermott

Councilmember, Mathew Romano

REPORT.: Apr 12 23 Wednesday
 RUN....: Apr 12 23 Time: 16:21
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 04-23 thru 04-23 Bank Account.: 1001

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
056980	04/06/23	ATT07	A T & T	74.20	APRIL2023H	AC/PHONE LINE & INTERNET MAR26-APR25,2023
056981	04/07/23	ZOK00	MUSLEH ZOKARI	3000.00	APRIL2023H	FACADE IMPOVEMENT
056982	04/07/23	USB00	Bureau of Reclamation	10000.00	APRIL2023H	PHASE II RECREATION TRAIL PROJECT
056983	04/12/23	ABD00	ADVANCED DOCUMENT CONCEPT	17.89 120.00 72.59 367.08 249.46 6.71	96711 INV95868 INV96708 INV96709 INV96710 INV96712	FD/MEASURE A-PRINTER, COPIER BILLING MACHINE MAINTENANCE PD/COPIER CITY HALL/COPIES BD-PLAN-PW-FD/COPIES REC/COPIES
			Check Total.....:	833.73		
056984	04/12/23	ABS01	ABSOLUTE HEATING & AIR	86.00 382.00	213922 1 214145-1	BM/REC CENTER - REPAIR & MAINTENANCE UNIT PD/DIAGNOSTIC & INSTALL NEW THERMOSTAT
			Check Total.....:	468.00		
056985	04/12/23	AIR01	Airgas-USA, LLC	173.80	136097027	FD/MEASURE A-MEDICAL OXYGEN
056986	04/12/23	AMA02	SYNCB/AMAZON	1354.18	1J4LGG19V	LIB/ZIP BOOKS GRANT
056987	04/12/23	ARA00	ARAMARK UNIFORM SERVICES	1266.38	066235416	PW/UNIFORM CLEANING MARCH
056988	04/12/23	ATT09	AT&T MOBILITY	856.24	X04102023	PD/CELL SVCS (14)
056989	04/12/23	AUT00	Auto Zone Inc.	18.94	094783674	PD/VEHICLE MAINTENANCE
056990	04/12/23	BAL00	Knife River Construction	689.09	285424	PW/DWR SUPPLIES
056991	04/12/23	BJO01	Beth Bjorklund	100.00	04042023	AC/GALLERY SHOW HANGING APR-MAY 2023
056992	04/12/23	BOO00	BOOT BARN INC.	183.16	INV242501	PW/BOOTS
056993	04/12/23	BRA05	BRANDEN'S PLUMBING & ROOT	10250.00	84,85,83,	DWR/INSTALLATION & CITY CONNECTION
056994	04/12/23	BSN04	BSN Sports	1011.88	306822638	REC/STRIPE WHITE, SOFTOUCH BALLS, DUDLEY 11'
056995	04/12/23	BUC00	BUCKE'S FEED & GRAIN	135.77	250395	PW/SEWER - BOOTS
056996	04/12/23	BUR04	Burnham Vet	25.00	153552	FERAL CAT DISPOSAL (2)
056997	04/12/23	BWC00	W.B. BENBOW	1059.65	545	PW/SCADA SOFTWARE MONITORING
056998	04/12/23	CAR02	CARDMEMBER SERVICE	2099.61 201.48 200.83 1172.62 5346.83 3474.22	APR23FW APR23LIB APR23REC APR2023FD APR2023PD APR23SHOP	PW/4-IT UPGRADE, MULTI DEPT/ OFFICE SUPPLIES LIB/OFFICE SUPPLIES, POSTAGE, WEBSITE EMAIL REC/PANEL WINDOW INSERT FD/MEASURE A-OFFICE SPLY, FUEL-HOTEL FOR TRAINING PD/TRNING,INTERNET,EVID ROOM SUPPLY,VIHICLE MAINT. MULTI DEPTS/SUPPLIES AND EQUIPMENT MAINTENANCE
			Check Total.....:	12495.59		
056999	04/12/23	CAS05	CASCADE FIRE EQUIPMENT	1363.85	2730	FD/MEASURE A- SIX 1.5 RED HOSES
057000	04/12/23	CHI12	Chico Immediate Care Medi	213.92	084K23200	PW/DRUG SCREEN
057001	04/12/23	COM02	Comcast	404.70 296.40	03222023 APR-MAY23	FD/INTERNET FOR FIREHOUSE MULTI-DEPTS/INTERNET CONNECTION
			Check Total.....:	701.10		
057002	04/12/23	COR00	CORNING LUMBER CO., INC.	362.17	03252023	MULTI DEPTS/ SUPPLIES
057003	04/12/23	CRE00	CREATIVE COMPOSITION	177.27	22343	PD/MONEY ENVELOPE FOR EVIDENCE
057004	04/12/23	CSA00	CSAC-EIA	430.56	23400998	EMPLOYEE ASST PROGRAM APRIL- JUNE 2023
057005	04/12/23	DEP21	DEPARTMENT OF FINANCE	75.00	MAR2023PD	PD/PARKING CITE ASSESSMENT FOR MARCH 2023
057006	04/12/23	DOJ03	DEPARTMENT OF JUSTICE	32.00	647562	PD/FINGERPRINT APP MARCH 2023
057007	04/12/23	DOW00	DOWN RANGE	62.21	36075	PD/MEASURE A- VIPS PANTS
057008	04/12/23	ECL00	ECLECTIC HORSEMAN COMM.,	300.00	0061065	AC/WEBSITE HOSTING 2ND QUARTER
057009	04/12/23	EIN02	Gregory P. Einhorn	4000.00	12403	PROFESSIONAL SERVICES MARCH 2023
057010	04/12/23	EIS00	Employers Investigative S	587.42	5050604	PD/BACKGROUND INVESTIGATION FOR VIPS
057011	04/12/23	END00	END2END, INC.	20582.00	2300393	PD/ARMS ENTERPRISE, MOBILE & WEB PORTAL

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057012	04/12/23	FAR03	Farwest Steel Corporation	1893.41	1977570	PW/FLEET SUPPLIES
057013	04/12/23	GAN00	Gandy & Staley Oil CO. In	1643.42	212942	PW/DIESEL
057014	04/12/23	GCE00	GLENN CO. ELECTION DEPT.	1880.12	45530	CLERK/ELECTION SUPPORT SERVICES
057015	04/12/23	GOL01	GOLDEN STATE RISK	57533.74	MAY 2023	DENTAL/VISION AND HEALTH INSURANCE
057016	04/12/23	GOL05	GOLDEN STATE EMERGENCY VE	750.31	556,570,8	FD/MEASURE A- PARTS FOR E26 & E25
057017	04/12/23	GRA02	GRAINGER, INC.	3627.16	115,623,1	PW/SHOP, WTR SUPPLIES, EQ MAINT
057018	04/12/23	GRO00	Ferguson Enterprises Inc	6078.85	1377,7772	PW/WATER SUPPLIES
057019	04/12/23	HEI01	VIRGIL HEISE	100.00	3012023	FD/JANITORIAL
057020	04/12/23	HIN03	Hinderliter deLlamas & As	300.00	SIN026888	CONTRACT SERVICES JANUARY- MARCH 2023
057021	04/12/23	JAS01	JASPER ENQINE EXCHANGE, I	5211.87	12535441	PD/FLEET EQ MAINTENANCE
057022	04/12/23	JCN00	J.C. NELSON SUPPLY	802.62	5670,6151	MULTI DEPT/ BM-CLEANING & BATHROOM SUPPLIES
057023	04/12/23	LAK00	Lakeshore Learning Materi	1202.90	320031323	LIB/FIRST 5 GRANT MATERIALS
057024	04/12/23	LAS00	LASH'S GLASS	14041.98	89838	REC/DOOR UPGRADES
057025	04/12/23	LES00	LES SCHWAB	672.34	03312023	PW/EQUIPMENT MAINTENACE TIRE & TIRE FOR DUMP TRUCK
057026	04/12/23	MAC02	MACQUARIE EQUIPMENT CAPIT	44.18	81010	FD/MEASURE A- PRINTER LEASE
057027	04/12/23	MEZ00	JODY MEZA	250.00	03292023	LIB/MARCH TRAVEL TO WILLOWS LIBRARY & BRANCHES
057028	04/12/23	MIS01	MissionSquare - 304591	1675.60	6028021	457 PLAN 304591
057029	04/12/23	MJB00	MJB WELDING SUPPLY, INC	12.40	01426809	PW/CYLINDER RENTAL
057030	04/12/23	MME00	Municipal Maintenance Equ	2348.48	7360,7458	PW/SEWER VACCON PARTS
057031	04/12/23	NAP00	NAPA AUTO PARTS	299.08 3780.94	3252023 03252023	FD/PARTS FOR E37, E38, U-32 MULTI DEPT/FLEET MAINTENANCE & SUPPLIES
			Check Total.....:	4080.02		
057032	04/12/23	NOR35	Northern Tool & Equipment	116.33	51882519	PW/SHOP SUPPLIES
057033	04/12/23	NUS00	NUSO, LLC	104.73	130744409	FD/MEASURE A- PHONE LINES
057034	04/12/23	ORE00	O'REILLY AUTO	398.39	03282023	PW/FLEET EQUIPMENT MAINTENANCE
057035	04/12/23	ORH00	ORLAND HARDWARE	23.69 53.61 4458.40	525859 3272023 03272023	PD/BATTERIES AAA FD/MEASURE A-OFFICE SUPPLIES, RADIO REPEATER PARTS MULTI DEPTS/MISC. SUPPLIES, EQUIPMENT MAINTENANCE
			Check Total.....:	4535.70		
057036	04/12/23	ORL15	Orland Saw & Mower	483.67	049332,52	PW/PARK EQUIPMENT MAINTENANCE
057037	04/12/23	PAX00	WYATT PAXTON	9604.95	649	BD/PROFESSIONAL SERVICES/MILEAGE MARCH 2023
057038	04/12/23	PEN00	PENWORTHY CO.	224.72	0589255	LIB/CHILDREN'S BOOKS
057039	04/12/23	PGE00	PG&E	16011.38	APR2023	MULTI-DEPTS/ UTILITY USAGE APRIL 2023
057040	04/12/23	QUI02	QUILL CORP.	161.61 342.66	31550088 6629,8387	PD/MISC. OFFICE SUPPLIES MULTI DEPTS/SUPPLIES
			Check Total.....:	504.27		
057041	04/12/23	RAN00	Rancho Electric	938.00	230310	AC/TRACK LED LIGHTING
057042	04/12/23	RIV03	ISRAEL RIVERA	225.43	04112023	PD/PARKING, UBER & MILEAGE REIMBURSEMENT APR 3-6
057043	04/12/23	ROL00	ROLLS, ANDERSON & ROLLS	7327.00	15730	DWR/ENGINEERING PROFESSIONAL SERVICE JAN-MAR 2023
057044	04/12/23	SEI00	ROY R SEILER, C.P.A	3015.00	30548	ACCOUNTING PROFESSIONAL SERVICES
057045	04/12/23	SKE00	FELICIA SKESLIEN	60.00	2491	REC/YOUTH FLAG FOOTBALL REFUND
057046	04/12/23	STO04	Jeffrey G. Dunn	225.00	03282023	PEST CONTROL SERVICES MARCH 2023
057047	04/12/23	T&S01	T AND S DVBE, INC.	499.38	23-428	PW/SAFETY JACKETS
057048	04/12/23	TIA00	TIAA COMMERCIAL FINANCE,	246.93	9466965	PD/COPIER LEASE

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057049	04/12/23	ULI00	Uline	462.28	161358039	PD/SUPPLIES
057050	04/12/23	USA04	USA Blue Book	3512.76	4877,9951	PW/WATER SUPPLIES
057051	04/12/23	VAL02	VALLEY ROCK PRODUCTS	1979.76	78171,781	PW/DWR & SHOP SUPPLIES
057052	04/12/23	VER03	Verizon Wireless	164.04	930300659	FD/MEASURE A- RESPONSE SERVICE FOR CITY ENGINE
Cash Account Total.....:				227672.23		
Total Disbursements.....:				227672.23		
				=====		
Cash Account Total.....:				.00		

REPORT.: 04/06/23
 RUN....: 04/06/23 Time: 15:46
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14518	04/06/23	04/05/23	HAR00	ZOLLERHARRIS, TRAVIS	04-23	10-23	2019.63
14519	04/06/23	04/05/23	MAR03	MARTINS, PAULINA	04-23	10-23	62.00
14520	04/06/23	04/05/23	SUA03	SUAREZ, ARMANDO RUEDA	04-23	10-23	324.16
Z06303	04/06/23	04/05/23	ALV01	ALVA, MICAELA	04-23	10-23	2027.61
Z06304	04/06/23	04/05/23	AND00	ANDRADE, EDGAR	04-23	10-23	3528.73
Z06305	04/06/23	04/05/23	BAL01	BALDRIDGE, EDEN	04-23	10-23	54.25
Z06306	04/06/23	04/05/23	BIA00	BIANCHINI, ANN	04-23	10-23	68.00
Z06307	04/06/23	04/05/23	BOW00	BOWERS, LINDA	04-23	10-23	408.00
Z06308	04/06/23	04/05/23	CAR03	CARR, PETER R	04-23	10-23	6153.85
Z06309	04/06/23	04/05/23	CES00	CESSNA, KYLE A	04-23	10-23	4776.76
Z06310	04/06/23	04/05/23	CHA01	CHANEY, JUSTIN	04-23	10-23	4633.08
Z06311	04/06/23	04/05/23	COR00	CORTES, JOVANY	04-23	10-23	1661.53
Z06312	04/06/23	04/05/23	CRA00	CRANDALL, JEREMY	04-23	10-23	2323.43
Z06313	04/06/23	04/05/23	ESP00	ESPINOSA, LETICIA	04-23	10-23	2150.02
Z06314	04/06/23	04/05/23	FEN03	FENSKE, JOSEPH H	04-23	10-23	2988.19
Z06315	04/06/23	04/05/23	FLO00	FLORES, JOSE D	04-23	10-23	3334.53
Z06316	04/06/23	04/05/23	GAM00	GAMBOA, YADIRA	04-23	10-23	302.10
Z06317	04/06/23	04/05/23	GUE01	GUERRERO, DEYSY D	04-23	10-23	2596.16
Z06318	04/06/23	04/05/23	GUE02	GUERRERO, JORGE	04-23	10-23	2234.11
Z06319	04/06/23	04/05/23	JOH01	JOHNSON, SEAN KARL	04-23	10-23	5492.43
Z06320	04/06/23	04/05/23	LOP00	LOPEZ, EVELYN SOTO	04-23	10-23	139.50
Z06321	04/06/23	04/05/23	LOP01	LOPEZ, ESAU	04-23	10-23	1692.69
Z06322	04/06/23	04/05/23	LOP02	LOPEZ, JOEL	04-23	10-23	1661.54
Z06323	04/06/23	04/05/23	LOW00	LOWERY, KATHERINE	04-23	10-23	3561.04
Z06324	04/06/23	04/05/23	MAR02	MARTINDALE, RYAN EUGENE	04-23	10-23	2598.10
Z06325	04/06/23	04/05/23	MAR04	MARTINEZ, IRMA	04-23	10-23	340.00
Z06326	04/06/23	04/05/23	MEJ00	APARICIO, LILIA MEJIA	04-23	10-23	2780.48
Z06327	04/06/23	04/05/23	MEZ00	MEZA, JODY L	04-23	10-23	3859.13
Z06328	04/06/23	04/05/23	MIL00	MILLS, DARYL A	04-23	10-23	3239.52
Z06329	04/06/23	04/05/23	MON03	MONDRAGON, MEAGAN N	04-23	10-23	1476.50
Z06330	04/06/23	04/05/23	MYE00	MYERS, KEVIN	04-23	10-23	658.55
Z06331	04/06/23	04/05/23	OLI00	OLIVER, LINDA	04-23	10-23	340.00
Z06332	04/06/23	04/05/23	OVA00	OVARD, CONNOR	04-23	10-23	62.00
Z06333	04/06/23	04/05/23	PAI01	PAILLON, MICHAEL	04-23	10-23	2325.87
Z06334	04/06/23	04/05/23	PAN00	PANIAGUA, BLANCA A	04-23	10-23	698.82
Z06335	04/06/23	04/05/23	PEN01	PENDERGRASS, REBECCA A	04-23	10-23	3244.50
Z06336	04/06/23	04/05/23	PER00	PEREZ, MARGARITA T	04-23	10-23	2006.14
Z06337	04/06/23	04/05/23	PIN00	PINEDO, EDGAR ESTEBAN	04-23	10-23	3431.79
Z06338	04/06/23	04/05/23	POR00	PORRAS, ESTEL	04-23	10-23	1914.97
Z06339	04/06/23	04/05/23	PUN00	PUNZO, GUILLERMO	04-23	10-23	2514.87
Z06340	04/06/23	04/05/23	PUR01	PURCHASE, HEATHER	04-23	10-23	1614.83
Z06341	04/06/23	04/05/23	RIC01	RICE, GERALD W	04-23	10-23	2118.14
Z06342	04/06/23	04/05/23	RIV00	RIVERA, ISRAEL	04-23	10-23	2045.35
Z06343	04/06/23	04/05/23	ROD00	RODRIGUES, ANTHONY	04-23	10-23	2413.69
Z06344	04/06/23	04/05/23	ROE00	ROENSPIE, THOMAS LUKE	04-23	10-23	4446.79
Z06345	04/06/23	04/05/23	ROM00	ROMERO, ARNULFO	04-23	10-23	2913.02
Z06346	04/06/23	04/05/23	SAN01	SANCHEZ, MELANIE CARRIL	04-23	10-23	54.25
Z06347	04/06/23	04/05/23	SAN02	SANDOVAL, LUCILA	04-23	10-23	1901.97
Z06348	04/06/23	04/05/23	SCH03	SCHMITKE, JENNIFER	04-23	10-23	2503.10
Z06349	04/06/23	04/05/23	SHA02	SHANNON, KYLE ANTHONY	04-23	10-23	449.50
Z06350	04/06/23	04/05/23	STE01	STEWART, ROY E	04-23	10-23	2944.75
Z06351	04/06/23	04/05/23	SUA02	SUAREZ, BRYAN E	04-23	10-23	2246.32
Z06352	04/06/23	04/05/23	SUT00	SUTTON, BRANDON KIJANA	04-23	10-23	2607.39
Z06353	04/06/23	04/05/23	SWI00	SWINHART, ROBERT	04-23	10-23	1970.36
Z06354	04/06/23	04/05/23	VAL00	VALENZUELA, BRENDA	04-23	10-23	241.57
Z06355	04/06/23	04/05/23	VLA00	VLACH, RAYMOND JOSEPH	04-23	10-23	5061.08
Z06356	04/06/23	04/05/23	VON00	VONASEK, EDWARD J	04-23	10-23	4383.93

							125600.62
							=====

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD APRIL 4, 2023

CALL TO ORDER

Meeting called to order by Mayor Chris Dobbs at 6:30 PM.

Meeting opened with Pledge of Allegiance

ROLL CALL

Councilmembers present:	John McDermott, Jeffrey Tolley, Matt Romano (arrived at 7:14 pm), Vice Mayor Bruce Roundy, Mayor Chris Dobbs
Councilmembers absent:	None
Staff present:	City Manager Pete Carr; Assistant City Manager/Director of Administrative Services Rebecca Pendergrass; Police Chief Joe Vlach; City Clerk Jennifer Schmitke; Fire Chief Justin Chaney; City Attorney Greg Einhorn
Staff present online:	City Engineer Paul Rabo; Public Works Director Ed Vonasek

CONSENT CALENDAR

- A. Warrant List (payable obligations)
- B. Approve City Council Minutes for March 21, 2023
- C. 3rd Quarter Report – City Projects
- D. Adoption of CEQA Document for Fuels Mitigation Project in Stony Creek
- E. Tentative Parcel Map No.2019-01: Quezada (South Street)
- F. Tentative Parcel Map No.2022-01: Royce (Papst Street)
- G. Tentative Parcel Map No.2021-01: Rios (Cortina Drive)

Mayor Dobbs acknowledged a correction on the City Council Minutes from March 21, 2023 showing he was present at the meeting.

Action: Councilmember Tolley moved, seconded by Vice Mayor Roundy to approve the consent calendar. The motion carried by a voice vote 4-0.

PUBLIC HEARING

Zoning Ordinance Text Amendment (ZCA 2023-01) – Joint Tenant Pole Signs.

City Manager Carr shared with Council that this item will be continued to the April 18, 2023 City Council Meeting.

ADMINISTRATIVE BUSINESS

A. UPDATE/DISCUSSION WITH SCHOOL RESOURCE OFFICER LOWERY

Officer Kat Lowery shared briefly about her 5-year history with Orland Police Department (OPD) and about the last year on the job as the newest School Resource Officer (SRO). Officer Lowery explained that when she accepted the position her goal was to bridge the gap between officers and youth.

Officer Lowery spoke about traveling around to the 7 campuses in Orland and gave Council a brief view on her day-to-day activities. Officer Lowery shared that her duties don't end when the school day is over, she likes to attend after school activities, sports, events in the evenings and on weekends to show her support to kids not only at school but in their everyday lives.

Officer Lowery shared some of her favorite photos of her on the job over the last five years in the department.

Councilmember Roundy asked questions about her daily routine and about some of the resources she provides to the youth.

Mayor Dobbs thanked Officer Lowery for being on campus, sharing he has peace of mind knowing she is visiting all schools. Mayor Dobbs shared he would like to see the SRO position turn into a permanent position.

B. FISCAL YEAR 2023-2024 BUDGET DISCUSSION#1: ASSUMPTIONS, CAPITAL IMPROVEMENT PLANNING, DIF, STAFFING, GENERAL FUND REVENUE FORECASTING

Mr. Carr presented the first part of the draft proposed budget to Council for the next fiscal year 2023-2024 which starts July 1. Mr. Carr went over the assumptions for fiscal year 2023 sharing that the impacts of the pandemic and drought will subside; Orland's economic outlook continues to be somewhat robust; an increase in sales tax revenue attributable to the opening of Maverik and McDonalds during the fiscal year; four apartment complexes that are currently under construction will be completed, opened and filled this fiscal year; the Department of Water Resources (DWR) groundwater supply project will continue into this fiscal year.

Mr. Carr brought forward the capital projects and objectives list for Council to review sharing that the DWR and ARPA projects will dominate this fiscal year's list. Reconstruction of the entire City portion of M ½, roof and floor repairs to City Hall/Police Department and Library have been moved to the more urgent box due to the amount of water damage that these buildings received this last rainy season.

Mr. Carr shared that capital replacement and improvement projects this next fiscal year are all projects that will continue from FY 2022-2023. The Recreation trail should get completed with a recently awarded "per capita" parks grant. Capital Improvement project (CIP) planning will include engineering work toward the next well, the industrial wastewater ponds improvements, repairs to Shasta/Bryant Street, coordination of plans with Caltrans for SR32 and potentially on architectural and financing work for a public safety facility.

Mr. Carr presented the Development Impact fees (DIF) fund balances by categories.

Mr. Carr explained currently there are no proposed staffing changes in the upcoming budget. Mr. Carr shared there are currently open funded positions with Police and Public Works departments waiting to be filled.

Mr. Carr presented an estimate of anticipated revenue of \$6.2M, a slight increase for the General Funds revenue. Mr. Carr shared the City will be operating in the black and maintain reserves of over \$1.4M while maintaining services and completing CIP projects. Mr. Carr explained that the City is forecasting sales tax will grow 3% and property tax will increase 2.5%.

Mayor Dobbs asked about the possibility of looking into sharing a grant writer with the City of Willows. City Manager Carr stated the City is currently looking into many options when it comes to a grant writer and shared that this topic could be a future agenda item.

Vice Mayor Roundy stated he would support the Chief bringing research to the Council about adding an additional SRO to the department. Chief Vlach stated he appreciates the Council's support.

Mr. Carr stated he received the direction from Council he needed to proceed with the budget.

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS: None

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember McDermott:

- Thanked the community for their support on voting for the Fire Truck Face Off on the Golden State Fire Apparatus, Inc Facebook challenge, the City truck won and the department will get \$1,000 donated to the Glenn County K9 Association.

Councilmember Romano:

- Nothing to Report.

Councilmember Tolley:

- Nothing to Report.

Vice Mayor Roundy:

- Attended the Sacramento Valley Division Quarterly Meeting and asked the City Clerk to pass out the Cal Cities Annual report pamphlet to all Councilmembers.

Mayor Dobbs

- Will be attending the Fire Department meeting April 10, 2023.

MEETING ADJOURNED AT 7:31 PM

Jennifer Schmitke, City Clerk

Chris Dobbs, Vice Mayor

CITY OF ORLAND ARTS COMMISSION
MINUTES
 March 15, 2023

The Wednesday, March 15, 2023 meeting was called to order at 7:04 PM by Chairman Rae Turnbull at the Orland Art Center. Commissioners present were: Jill & Steve Elliott, Mason Greeley, Mary Rose Kennedy, Paddy Turnbull, and Council Liaison Bruce Roundy. Absent: Commissioner Jim Scribner. The minutes of the February 15th meeting were approved as emailed with no corrections or additions (motion made by Paddy Turnbull, seconded by Steve Elliott - motion carried). Financial Reports covering February 1 ~ 28, 2023 provided by Letty Espinosa were reviewed and filed for audit.

COMMISSIONER REPORTS AND UPDATE:

1. Commissioner Rae Turnbull reported on the Art Center's "First Friday" presentation March 3rd stating it was very successful and brought attendees from out of the area as well as people from our own community. Rae shared that we consistently attract good numbers of attendees at these events and that the variety of presentations are enthusiastically received.

Note from the Arts Commission: When the Orland Art Center first opened the gallery 11 years ago, we were the first to offer free events (presentations, musical recitals, artist receptions, etc.) in the evening of the First Friday of every month.

It's gratifying to see that other establishments have latched on to this tradition, and are now opening their doors to the public on each month's First Friday evening. We're proud of beginning something that provides more offerings for our local community to enjoy and also brings more and more people to shop and dine in Orland.

2. Commissioner Rae Turnbull updated the commission on the results of our recent marketing expansion beyond print media. Rae explained that the Art Center now has an Instagram account, and we have also expanded our Facebook presence. Both of these have resulted in significant new signups on our website's email list, enabling more people to receive our online monthly newsletter.
3. Commissioner Rae Turnbull informed the commission that she has been in touch with Ulysses Mesa who will clean and rewax both public bronzes some time in April or May, 2023, weather permitting.

VII. ITEMS FOR DISCUSSION AND ACTION

1. A motion was made by Steve Elliott (seconded by Mason Greeley, motion carried) to purchase a retractable motorized projector screen for a cost of up to \$1,000 for use in the Orland Art Center.
2. Discussion was had on ways to attract more participation in our "Young Musicians Outreach Program" so more young musicians (ages 14 to 18) can benefit from this opportunity.

There being no further business, the meeting adjourned at 7:56 p.m.

Next scheduled meeting: Wednesday, April 19, 2023 at 7:00 p.m.

Respectfully submitted by Jill Elliott and Rae Turnbull

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 4.D.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council
FROM: Rebecca Pendergrass, Director of Administrative Services/ACM
SUBJECT: **Wildfire Fuels Reduction Lease Purchase Agreement** (Action By Consent)

City staff requests Council approval of a lease-purchase agreement for a grant-funded bulldozer.

BACKGROUND

City Council previously approved City acceptance of a CalFire grant to acquire a bulldozer under its Wildfire Fuels Hazard Reduction program. This grant does not require a local match. The City completed CEQA steps and acquired a truck and trailer to transport the bulldozer, and now seeks to acquire the bulldozer.

DISCUSSION

The proposed lease agreement is to effectuate the previously approved grant, obligating the City for two years with two annual payments, resulting in City ownership of the bulldozer. City payments are reimbursed 100% by CalFire under the grant.

The lease is with Community Leasing Partners, a division of Community First National Bank, with whom the City has had good experience with acquisition of fire equipment. The City Attorney has reviewed the agreement.

Attachment: Master Equipment Lease Purchase Agreement

RECOMMENDATION

Approve the lease as presented and authorize the City Manager or his designee to execute.

Fiscal Impact of Recommendation:

None – the expense is 100% covered by the grant on a reimbursable basis.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Orland

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 4/15/2023, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Orland, 815 4th Street, Orland, CA 95963 a body corporate and politic duly organized and existing under the laws of the State of California ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in

writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 5.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 5.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.04. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. 64402

LESSEE:

City of Orland

LESSOR:

Community First National Bank

Pete Carr, City Manager

Neal Farmer, Sr. VP

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 4/15/2023

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: 64402

LESSEE:
City of Orland

LESSOR:
Community First National Bank

Pete Carr, City Manager

Neal Farmer, Sr. VP

ATTACHMENT 1
EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

Lease Number: 64402

One (1) Used Cat D6TXL Dozer

With a total acquisition cost of \$268,457.44; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: _____

LESSEE:

City of Orland

Pete Carr, City Manager

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

Lease Number: 64402

Amount Financed: \$268,457.44

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	4/15/2024	\$145,594.00	\$15,017.50	\$130,576.50	Not Available
2	4/15/2025	\$145,594.00	\$7,713.06	\$137,880.94	\$0.00
Grand Totals		\$291,188.00	\$22,730.56	\$268,457.44	

LESSEE:
City of Orland

Pete Carr, City Manager

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Pete Carr, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Orland

Attested By: _____
Leticia Espinosa, City Treasurer

Certified By: _____
Jennifer Schmitke, City Clerk

GREGORY P. EINHORN
ATTORNEY AT LAW

854 MANZANITA CT., STE 110, CHICO CA 95926
PHONE: (530) 898-0228 FAX: (530) 898-0877
GREG@EINHORNLAOFFICE.COM

April 13, 2023
OPINION OF LESSEE'S COUNSEL

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502
Re: Lessee: City of Orland

Ladies and Gentlemen:

As legal counsel to City of Orland (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 4/15/2023, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Orland.
- (2) Lessee is a public body corporate and politic, a general law city, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement.
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms.
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Very truly yours,

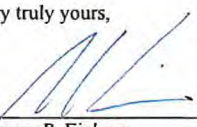
By 
Gregory P. Einhorn

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:
City of Orland

Pete Carr, City Manager

Date

TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

Lease Number: 64402

One (1) Used Cat D6TXL Dozer

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Orland

Pete Carr, City Manager

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:
City of Orland

Pete Carr, City Manager

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Orland

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) Used Cat D6TXL Dozer**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns **MUST** be listed as **Additional Insured**.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns **MUST** be listed as **Loss Payee**.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

4. VERBIAGE TO INCLUDE IN DESCRIPTION

- ✓ One (1) Used Cat D6TXL Dozer as outlined on Lease# 64402
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

**THE CERTIFICATE SHOULD BE
EMAILED TO wanidanondorf@clpusa.net OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

LESSEE:
City of Orland

Pete Carr, City Manager

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 4/15/2023, to Master Equipment Lease Purchase Agreement, dated as of 4/15/2023, between Community First National Bank, as Lessor, and City of Orland, as Lessee.

Lease Number: 64402

Equipment Description: One (1) Used Cat D6TXL Dozer

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Orland		2 Issuer's employer identification number (EIN) 94-6000386
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 815 4th Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Orland, CA 95963		7 Date of issue 04/15/2023
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 \$ 268,457.44
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/15/2025	\$ 268,457.44	\$ N/A	2 years	5.594 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ► _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ► _____		
d Enter the name of the issuer of the master pool bond ► _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ► _____		
c Type of hedge ► _____		
d Term of hedge ► _____		
42 If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement		
b Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Pete Carr, City Manager Type or print name and title
---	------	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 4.E.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: Grant Cost Share for Mechanic's Service Truck (Action by Consent)

City Council is asked to confirm a grant and local match for purchase of a mechanic's service truck.

BACKGROUND

The Fire Department applied for and was awarded a USDA grant for purchase of a fire mechanic's vehicle – a large truck complete with crane and other mobile mechanical equipment – and an ATV with a suppression pump. The \$200,000 grant requires a 65% local match. The crane vehicle will enable the City mechanics to work on fire apparatus in the field, as well as other specialized uses such as removing HVAC equipment from a roof, placing heavy pipe in trenches, and safely and efficiently extracting aerators from the wastewater treatment ponds.

DISCUSSION

OVFD purchased the ATV for \$26,000 and the City purchased the associated pump for \$23,000. The mechanic's crane vehicle is \$179,000. After the \$70,000 grant from USDA, this leaves a balance of \$109,000 (228-49-70) as the balance of the match for the City for the truck. The truck is essentially a \$179K value for \$109K. The pump is a Measure A expense. The truck purchase cost is being allocated 17% to the Water Fund, 17% to the Sewer Fund, 17% to the General Fund, and 50% to the Measure-A Public Safety Fund. Each fund has ample capacity.

RECOMMENDATION: Approve USDA grant and local match for mechanic's crane truck.

Fiscal Impact of recommendation: \$132K (109 + 23) allocated among five funds and partially offset by a \$79K non-purchase of a previously approved fleet item in the FY23 budget.



OHCS

City of Orland
 Honorable , Chris Dobbs, Mayor
 Distinguished Orland City Council members
 Orland City Manager & Staff
 815 4th Street
 Orland, Ca
 95963

March 31, 2023

Dear Honorable Chris Dobbs, Mayor and distinguished City Council members,

Orland City Manager and staff,

PRC

On behalf of the Orland Historical and Cultural Society I would like to extend an invitation to our City officials to join the citizens of Orland in celebration of our great nation by attending our 46th Orland Old Fashioned 4th of July Celebration at Vinsonhaler Park starting at 12:00noon. I would also like to ask if Mayor Chris Dobbs would like to say a few patriotic words.

Please let me extend a warm "thank you" to Orland Public Works for keeping our parks green and beautiful throughout the year, so that all can enjoy. I realize that this is not an easy task. Orland is blessed with many wonderful parks and the citizens of Orland appreciate all the hard work the City staff does to maintain them.

I would also like to request the use of vinsonhaler Park on July 4, 2023 as well as your City Float to utilize as our "Stage" for the days festivities.

Orland Historical and Cultural Society looks forward to your participation on the 4th of July at Vinsonhaler Park starting at 12:00 noon.

Sincerely and respectfully,

Trish Saint-Evens

Trish Saint-Evens

OHCS 4th of July Chair



CITY OF ORLAND Staff Report

TO: City of Orland City Council
FROM: Scott Friend, AICP, Contract Planner
MEETING DATE: April 18th, 2023; 6:30 p.m., Carnegie Center, 912 Third Street, Orland,
SUBJECT: **Orland Municipal Code Text Amendment: ZCA #2023-01**

- An amendment to the Orland Municipal Code (OMC) Title 17, *Zoning*, Chapter 17.78 *Sign Ordinance* to incorporate provisions authorizing the use of “joint tenant” or multi-tenant poles signs via either the existing Administrative or Conditional Use Permit process for tenants located on separate but adjoining parcels of land zoned with a non-residential zoning district designation. Additionally, the proposed action would amend OMC Title 17, *Zoning*, Chapter 17.78, *Sign Ordinance* to establish a new definition of “joint-tenant”, as well as to add a new description of “Freeway Influence Area” to be applicable to areas zoned with a commercial or industrial zoning and being applicable where in locations where “joint-tenant” pole signs are permitted.

Summary:

The Planning Commission has prepared and considered an amendment to the City of Orland Municipal Code (OMC) Title 17, *Zoning*, Chapter 17.78 *Sign Ordinance* to incorporate provisions authorizing the use of “joint tenant” or multi-tenant poles signs via either the existing Administrative or Conditional Use Permit process for tenants located on separate but adjoining parcels of land zoned with a non-residential zoning district designation. The action would allow for the “offsite tenant” to be located on an existing but separate parcel of land other than where the proposed sign would be physically located. This action would also add a new designation of “Freeway Influence Area” into the sign code to facilitate the amendment action and would add a new definition for a “joint tenant”.

The proposed revisions to the OMC are included as **Attachment A – Municipal Code Revisions** in a DRAFT version using the ~~strike~~/add formatting style. A “clean” (non-strike/add) version of the proposed Code amendment is included as **Attachment B – Municipal Code Revisions**.

Discussion/Analysis:

Joint Tenant Pole Sign:

The Planning Commission is requesting that the Zoning Ordinance be amended to allow for the Administrative or Conditional Use of “joint tenant” pole signs within defined Freeway Influence Areas (FIA). Currently, the OMC does not identify nor define what a FIA is, and, such signs are not permitted in the City. The Planning Commission and staff believe that this action could enhance the value of non-residential properties in the City and would allow future uses/tenants to have a clear definition as to where in the City such signs could be permitted. The Planning Commission believes there are potential benefits to the City to establish locations where businesses may jointly advertise their presence and that the proposed action could reduce the overall number of advertising signs in the City.

For example, if a vehicle traveling on I-5 and is seeking or considering goods or services, the proposed action could assist travelers to identify which goods or services are available and allow them to make a decision to stop in the City. The effect of the action could result in the provision of better information to the traveling public regarding the available goods and services in the City which could translate to benefits to the City and local businesses as a result (increased tax revenue, local employment opportunities, etc.). With this action, the Planning Commission acknowledges the potential economic impact that advertising signage has for businesses serving the traveling public.

Current Code:

The City of Orland Municipal Code currently allows one (1) off-site multi-tenant sign per each of the six Highway Business Areas located around the two main interchanges in Orland (see figures below). Currently, the City Code does not have clearly defined provisions allowing an applicant to apply for a CUP to permit the use of a “joint tenant” pole sign for adjacent or adjoining businesses on separate parcels, but still locate within a Highway Business Area. The proposed action would modify the Code to establish clear definitions and standards for where, how and when this could occur.

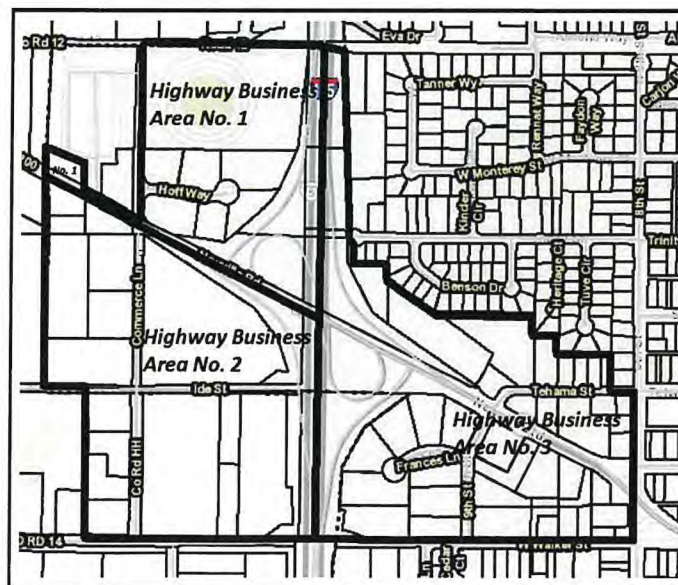


Figure 1 Newville Road (Hwy-32) / Interstate-5 Interchange

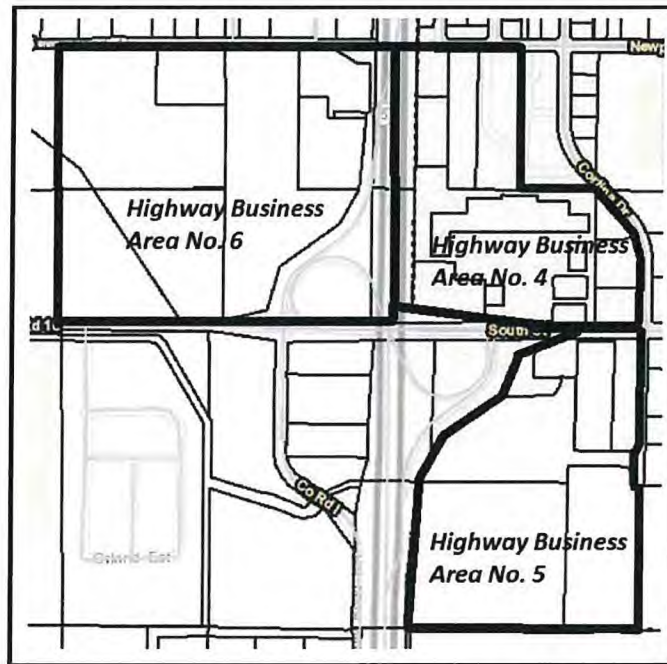
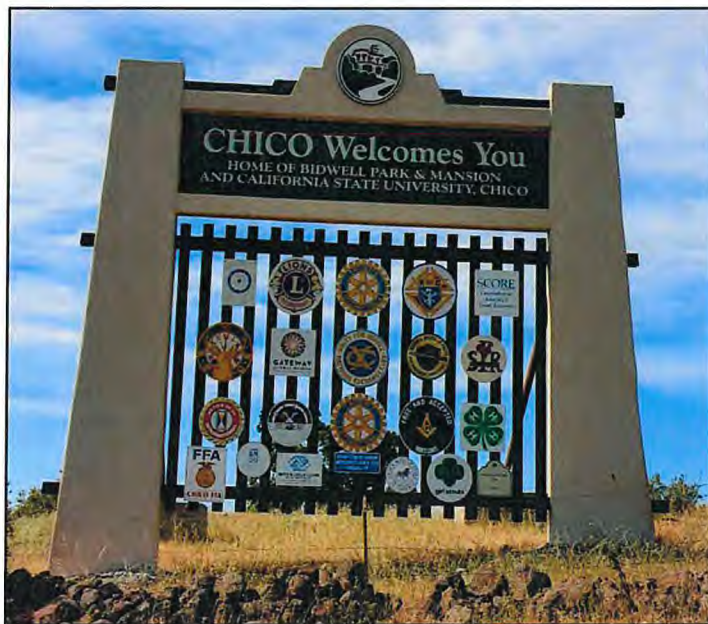


Figure 2 South Street / Interstate-5 Interchange

The proposed action is intended to provide clarity for business seeking to utilize a common sign for advertising purposes but to also recognize the distinction between the various types of multi-tenant signs currently addressed in the City Code. See below for a visual comparison of the two types of signs.



Permitted



vs.

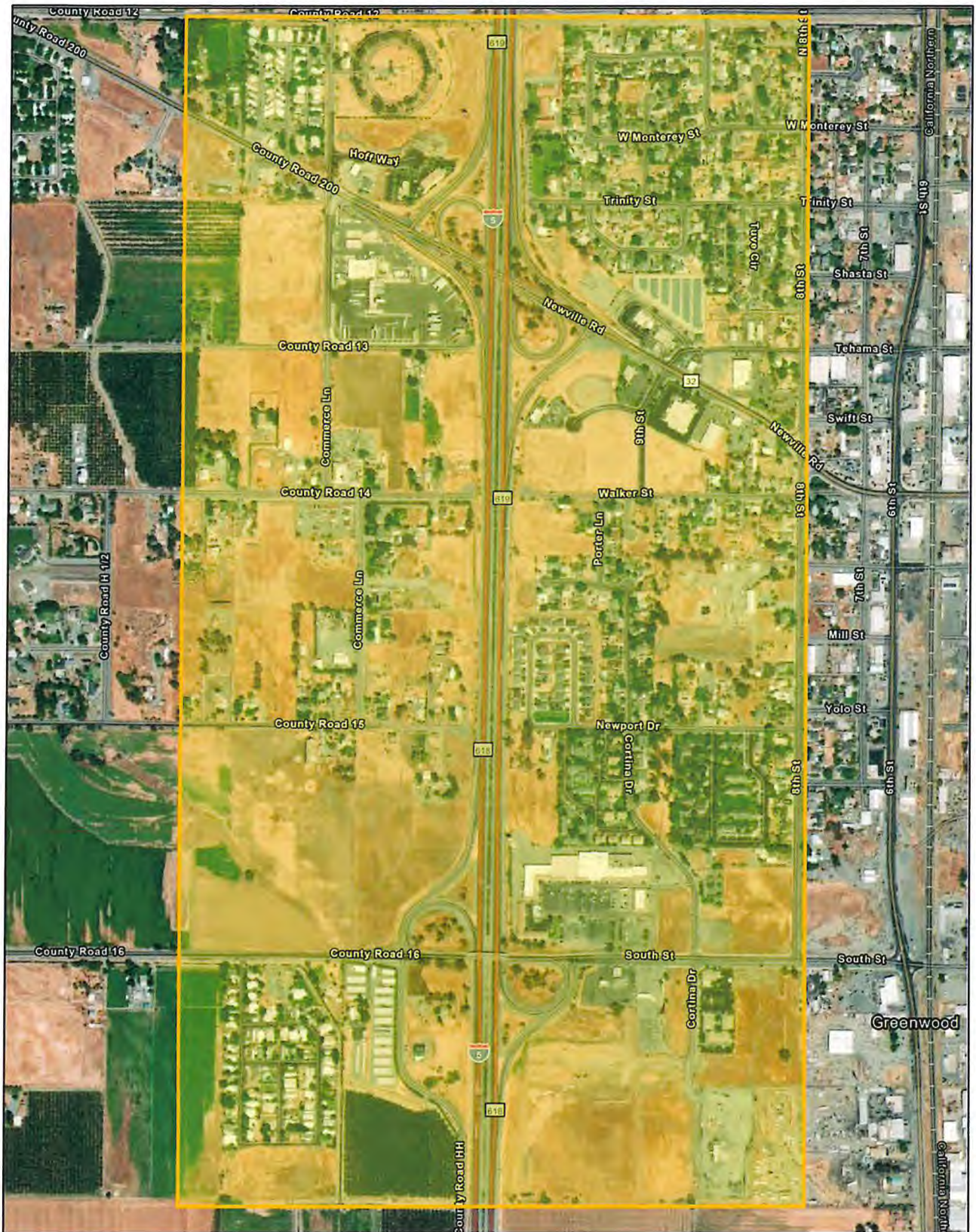
Not Currently Permitted

Freeway Influence Area recommendation

City Staff has reviewed the sign codes of several other cities addressing this situation. Many cities have chosen to define the boundaries of the special sign districts by a distance from the centerline of major roadways. At the February 16th Planning Commission meeting, Staff suggested that the City of Orland establish a Freeway Influence Area and that it be defined as [“being within 1,000 feet from the center line of Interstate 5 (I-5), and applicable to property zoned with the C-1, C-2, C-H, M-L, M-U, or PD zoning district. The definition would not be applicable in any “R” {residential} zoning districts. Options were also presented to extend the boundary out to either 1,200ft or 1,500ft from the centerline of I-5 to include additional commercial and industrial areas.

These distances were chosen for their ease of application and because they include key roadways that currently have either existing commercial/industrial uses or because they incorporate potential future commercial/industrial uses (areas within the City’s Sphere of Influence areas but not yet annexed into the City). Additional considerations included the capture of lands whereby such signs could be legible from a certain distance and whereby such lands would have a reduced impact to existing residential properties.

During their deliberations on the matter at the Planning Commission meeting of February 16th, 2023, the Planning Commission recommended the FIA boundary be defined as being within 1,750ft of the centerline of I-5 to maximize the reach and applicability of the action. It is noted herein that both the north and southern boundaries of the proposed FIA would extend across I-5 in both directions (east and west). The image below shows the proposed boundary as approved by the Planning Commission.



1,750 ft FIA

City of Orland Freeway Influence Area

Page 5 of 9

The Planning Commission is recommending that the proposed amendment include provisions that limits the number of off-site tenants allowed on a single pole sign to be no more than three (3) resulting in a total of four (4) users of a single sign. The reason this action would apply to no more than three (3) off-site tenants is to account for parcels immediately adjacent to and touching “parent parcel” (as depicted in the image below) while also acknowledging the need for public street access for all of the affected parcels. All off-site tenants proposed to be utilizing a single multiple tenant sign must be located on parcels adjacent (touching and not separated by a public Right of Way) to the sign and must be within the defined FIA.

During their deliberations on the matter, the Planning Commission expressed concerns relating to the upkeep and maintenance of “joint-tenant” pole sign should they be allowed. As a result, the Planning Commission is recommending that a provision be included to require the sign owner (defined as the owner of the parcel on which the physical sign is located) be held responsible for the upkeep and maintenance of the sign. The result of this provision would be to require that if a business identified on the sign were to permanently close or cease operation, that business’ advertisement shall be removed from the pole sign within 90 days by the sign owner. This would help to ensure a cleaner, more aesthetically pleasing and more factually accurate business environment within the City.



Permitted Joint Tenants

As proposed, the action would not modify or eliminate any existing regulations applicable to pole signage.

The specific text of the action is as follows:

Proposed Code Amendments:

Section 17.78.040 *DEFINITIONS*, would be amended to add the following new definition:

“Joint tenant” refers to a legal arrangement in which two or more entities own a property or sign together in common, each with equal rights and obligations.

The Planning Commission recommends the insertion of Section 17.78.250(C) – OFF-PREMISES JOINT-TENANT MULTI-USER POLE SIGNS into the OMC between Sections 17.78.250(B)(9) and 17.78.300 MONUMENT SIGNS as there is available space that would not require any renumbering of other existing code sections.

17.78.250(C) – OFF-PREMISES JOINT-TENANT MULTI-USER POLE SIGNS

1. Permits for a “joint-tenant” pole sign to be considered as part of the administrative permit process defined in OMC Chapter 17.80 if the land is to be developed simultaneously with the “joint tenant” pole sign or is already developed. A CUP, as defined in Chapter 17.80, shall be required for all “joint tenant” pole signs that are to be located on land with no development.
2. All design and construction standards for pole signs (Section 17.78.250[B]) shall apply to all “joint-tenant” pole signs.
3. “Joint-tenant” pole signs are allowed in the Freeway Influence Area (FIA) only (within 1,750 feet of the centerline of Interstate 5), and the subject properties must be zoned either C1, C2, CH, ML, MU, or PD and **NOT in any ‘R’ (Residential) zoning districts.**
4. Only three (3) off-site “joint-tenants” are permitted for each “joint-tenant” pole sign and only one (1) off-site tenant is permitted for each off-site parcel.
5. Off-site tenants must be on parcels of land directly adjacent (with no public Right of Ways in between) to the parcel of land at which the physical sign is erected and must be within the FIA.
6. The “joint-tenant” pole sign owner is responsible for the maintenance and upkeep of the physical sign. Any advertising materials that may come loose for any reason, including but not limited to being blown off by winds, shall be repaired within 30 days.
7. In the case of a joint-tenant’s business closing, that tenant’s advertising on the “joint-tenant” pole sign shall be removed within 90 days of the closing of the business. The empty advertising space left behind shall be filled with City Staff-approved material.
8. Individual sign leasing agreements made between the sign owner and off-site tenants shall be unique to each off-site tenant and shall remain in perpetuity with the lands.

9. Pursuant to the provisions of Section 17.78.450, exceptions, a conditional use permit may be granted by the Planning Commission to exceed the allowable advertising surface for “joint-tenant” pole signs, to construct a “joint-tenant” pole sign within three hundred and thirty (330) feet of an existing pole sign, or to exceed the maximum permitted “joint-tenant” pole sign height.

17.78.250(D) – FREEWAY INFLUENCE AREA

The purpose of the Freeway Influence Area (FIA) is to define a boundary in which provisions of the Orland Municipal Code may apply to businesses surrounding the section of Interstate 5 (I-5) that is within one-thousand seven-hundred and fifty feet (1,750ft) due east and west of the centerline of I-5; no farther north than County Road 12 and no farther south than the current southern boundary (as defined at the time of the adoption of this ordinance) of the parcel of land to the south of the Butte College Glenn County Center (APN 040-350-003).

Summary:

The Planning Commission conducted a noticed Public Hearing at its regular meeting held on February 16th, 2023, to consider the proposed matter. Following the conduct of the public hearing, the Commission voted 4-1 to approve the proposed action as presented. No public comment was offered at the hearing, and none was received prior to or following the Planning Commission meeting date. Further, no comments have been received between the time of the Planning Commission meeting and the publication of this report. With that vote, the Planning Commission is requesting the City Council consider and approve the proposed revisions to the City Municipal Code to allow for the Administrative or Conditional Use of a “joint-tenant” pole sign and the adoption of a new definition into the City Code defining the Freeway Influence Area, as presented.

Environmental Analysis and Determination:

The Planning Commission recommends that the City Council determine that the proposed action is *exempt* from further CEQA review pursuant to Government Code Section 15061(b)(3), also known as the “*Common Sense*” exemption, as it can be seen with certainty that there is no possibility that the proposed revisions to the City of Orland Municipal Code would have a significant effect on the environment, and therefore the proposed action is not subject to further CEQA review. A Notice of Exemption has been prepared for this project and has been included with this staff report as **Attachment C - Notice of Exemption**.

Recommendation:

The Planning Commission recommends that the City Council consider the proposed revisions to the Municipal Code and recommend changes, if necessary. If no changes are considered necessary, the Planning Commission recommends that the City Council approve the Amendment(s) to the Orland Municipal Code, as contained and discussed herein, through adoption of City Council Ordinance #2023-__ (**Attachment D**). The Planning Commission also recommends that the City Council approve the adoption of the Notice of Exemption (**Attachment C**) prepared for the proposed action.

If the City Council determines that it intends to approve the Municipal Code Amendment, staff presents the following motion for consideration:

- 1. I move that the City Council of the City of Orland adopt City Council Ordinance #2023-___, an amendment to the City of Orland Municipal Code establishing new Code sections identified as Sections 17.78.040, 17.78.250(C), 17.78.250(D) and titled Definitions – “Joint-Tenant”, Off-Premises Joint-Tenant Multi-User Pole Signs, and Freeway Influence Area, respectively, and make a determination that the proposed amendments are exempt from further review pursuant section 15061(b)(3) of the Government Code.*

Attachments:

Attachment A – Municipal Code Amendment – DRAFT version

Attachment B – Municipal Code Amendment – clean version

Attachment C – Notice of Exemption

Attachment D – City Council Ordinance CC 2023-__

[Staff recommends the insertion of the Joint-Tenant Pole Sign Definition into Title 17, Chapter 17.78.040 between the definitions of "Hanging sign" and "Marquee". The proposed amendment applies to the C1, C2, CH, ML, MU, or PD and not in any R zoning districts of the City].

17.78.040 – DEFINITIONS

"Joint tenant" refers to a business that uses a premise/facility to sell goods and is directly adjacent to the parcel of land at which the "joint tenant" sign is physically located.

[Staff recommends the insertion of the Joint-Tenant Pole Sign code into Title 17, Chapter 17.78.250 as 'C' OFF PREMISES JOINT-TENANT MULTI-USER POLE SIGNS & as 'D' FREEWAY INFLUENCE AREA. The proposed amendment applies to the C1, C2, CH, ML, MU, or PD and not in any R zoning districts of the City].

17.78.250(C) – OFF PREMISES JOINT-TENANT MULTI-USER SIGNS

1. Permits for a "joint-tenant" pole sign to be considered as part of the administrative permit process defined in OMC Chapter 17.80 if the land is to be developed simultaneously with the "joint tenant" pole sign or is already developed. A CUP, as defined in Chapter 17.80, shall be required for all "joint tenant" pole signs that are to be located on land with no development.
2. All design and construction standards for pole signs (Section 17.78.250[B]) shall apply to all "joint-tenant" pole signs.
3. "Joint-tenant" pole signs are allowed in the Freeway Influence Area (FIA) only (within 1,750 feet of the centerline of Interstate 5), and the subject properties must be zoned either C1, C2, CH, ML, MU, or PD and NOT in any 'R' (Residential) zoning districts.
4. Only three (3) off-site "joint-tenants" are permitted for each "joint-tenant" pole sign and only one (1) off-site tenant is permitted for each off-site parcel.
5. Off-site tenants must be on parcels of land directly adjacent (with no public Right of Ways in between) to the parcel of land at which the physical sign is erected and must be within the FIA.
6. The "joint-tenant" pole sign owner is responsible for the maintenance and upkeep of the physical sign. Any advertising materials that may come loose for any reason, including but not limited to being blown off by winds, shall be repaired within 30 days.
7. In the case of a joint-tenant's business closing, that tenant's advertising on the "joint-tenant" pole sign shall be removed within 90 days of the closing of the business. The empty advertising space left behind shall be filled with City Staff-approved material.
8. Individual sign leasing agreements made between the sign owner and off-site tenants shall be unique to each off-site tenant and shall remain in perpetuity with the lands.
9. Pursuant to the provisions of Section 17.78.450, exceptions, a conditional use permit may be granted by the Planning Commission to exceed the allowable advertising surface for "joint-tenant" pole signs, to construct a "joint-tenant" pole sign within three hundred

and thirty (330) feet of an existing pole sign, or to exceed the maximum permitted “joint-tenant” pole sign height.

17.78.250(D) – FREEWAY INFLUENCE AREA

The purpose of the Freeway Influence Area (FIA) is to define a boundary in which provisions of the Orland Municipal Code may apply to businesses surrounding the section of Interstate 5 (I-5) that is within one-thousand seven-hundred and fifty feet (1,750ft) due east and west of the centerline of I-5; no farther north than County Road 12 and no farther south than the current southern boundary (as defined at the time of the adoption of this ordinance) of the parcel of land to the south of the Butte College Glenn County Center (APN 040-350-003).

[Staff recommends the insertion of the Joint-Tenant Pole Sign Definition into Title 17, Chapter 17.78.040 between the definitions of "Hanging sign" and "Marquee". The proposed amendment applies to the C1, C2, CH, ML, MU, or PD and not in any R zoning districts of the City].

17.78.040 – DEFINITIONS

"Joint tenant" refers to a business that uses a premise/facility to sell goods and is directly adjacent to the parcel of land at which the "joint tenant" sign is physically located.

[Staff recommends the insertion of the Joint-Tenant Pole Sign code into Title 17, Chapter 17.78.250 as 'C' OFF PREMISES JOINT-TENANT MULTI-USER POLE SIGNS & as 'D' FREEWAY INFLUENCE AREA. The proposed amendment applies to the C1, C2, CH, ML, MU, or PD and not in any R zoning districts of the City].

17.78.250(C) – OFF PREMISES JOINT-TENANT MULTI-USER SIGNS

1. Permits for a "joint-tenant" pole sign to be considered as part of the administrative permit process defined in OMC Chapter 17.80 if the land is to be developed simultaneously with the "joint tenant" pole sign or is already developed. A CUP, as defined in Chapter 17.80, shall be required for all "joint tenant" pole signs that are to be located on land with no development.
2. All design and construction standards for pole signs (Section 17.78.250[B]) shall apply to all "joint-tenant" pole signs.
3. "Joint-tenant" pole signs are allowed in the Freeway Influence Area (FIA) only (within 1,750 feet of the centerline of Interstate 5), and the subject properties must be zoned either C1, C2, CH, ML, MU, or PD and NOT in any 'R' (Residential) zoning districts.
4. Only three (3) off-site "joint-tenants" are permitted for each "joint-tenant" pole sign and only one (1) off-site tenant is permitted for each off-site parcel.
5. Off-site tenants must be on parcels of land directly adjacent (with no public Right of Ways in between) to the parcel of land at which the physical sign is erected and must be within the FIA.
6. The "joint-tenant" pole sign owner is responsible for the maintenance and upkeep of the physical sign. Any advertising materials that may come loose for any reason, including but not limited to being blown off by winds, shall be repaired within 30 days.
7. In the case of a joint-tenant's business closing, that tenant's advertising on the "joint-tenant" pole sign shall be removed within 90 days of the closing of the business. The empty advertising space left behind shall be filled with City Staff-approved material.
8. Individual sign leasing agreements made between the sign owner and off-site tenants shall be unique to each off-site tenant and shall remain in perpetuity with the lands.
9. Pursuant to the provisions of Section 17.78.450, exceptions, a conditional use permit may be granted by the Planning Commission to exceed the allowable advertising surface for "joint-tenant" pole signs, to construct a "joint-tenant" pole sign within three hundred

and thirty (330) feet of an existing pole sign, or to exceed the maximum permitted “joint-tenant” pole sign height.

17.78.250(D) – FREEWAY INFLUENCE AREA

The purpose of the Freeway Influence Area (FIA) is to define a boundary in which provisions of the Orland Municipal Code may apply to businesses surrounding the section of Interstate 5 (I-5) that is within one-thousand seven-hundred and fifty feet (1,750ft) due east and west of the centerline of I-5; no farther north than County Road 12 and no farther south than the current southern boundary (as defined at the time of the adoption of this ordinance) of the parcel of land to the south of the Butte College Glenn County Center (APN 040-350-003).

Notice of Exemption**Attachment C**

To: ■ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) City of Orland
815 Fourth Street
Orland, CA 95963
(Address)

■ County Clerk
County of Glenn
526 West Sycamore Street
Willows, CA 95988

Project Title: Amendment to Municipal Code to include regulations and procedures regarding the erection of a "Joint-tenant" Pole Sign in the Freeway Influence Area (FIA).

Project Location - Specific:

City of Orland – Citywide.

Project Location – City: Orland **Project Location – County:** Glenn

Description of Nature, Purpose, and Beneficiaries of Project: • An amendment to the Orland Municipal Code (OMC) Title 17, Chapter 17.78 Sign Ordinance to incorporate the Conditional Use of “joint tenant” signs for tenants that are on separate parcels than the subject property. This addition to the current ordinance shall apply to commercial uses in the “Freeway Influence Area”, exclusively.

Name of Public Agency Approving Project:

City of Orland

Name of Person or Agency Carrying Out Project:

City of Orland

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: §15061(b)(3) Common Sense Exemption
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The City of Orland City Council has determined that this project is exempt from CEQA as it can be seen with certainty that there is no possibility that the proposed revisions to the City of Orland Municipal Code would have a significant effect on the environment. Therefore, the project is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

Lead Agency

Contact Person: Scott Friend, AICP **Area Code/Telephone/Extension:** (530) 865-1608

Signature: _____ **Date:** _____ **Title:** City Planner

■ Signed by Lead Agency

Date received for filing at OPR: _____

CITY OF ORLAND

CITY COUNCIL ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORLAND APPROVING AN AMENDMENT TO TITLE 17- ZONING OF THE ORLAND MUNICIPAL CODE BY ADDING SECTION 17.78.250(C) – JOINT-TENANT POLE SIGNS AND SECTION 17.78.250(D) – FREEWAY INFLUENCE AREA, REVISING TITLE 17 – ZONING TO INCLUDE DESIGN STANDARDS AND REQUIREMENTS REGARDING THE ESTABLISHMENT OF A “JOINT-TENANT” POLE SIGN IN THE FREEWAY INFLUENCE AREA;

WHEREAS, at its regular meeting held on February 16, 2023, the Planning Commission of the City of Orland conducted a noticed public hearing to consider and discuss a proposed amendment to the Orland Municipal Code consolidating and addressing the subject matter of “Joint-Tenant” Pole Signs in the Freeway Influence Area;

WHEREAS, the Planning Commission of the City of Orland, after the conduct of the noticed public hearing and following the consideration and discussion of the matter, recommended language be incorporated into the proposed amendment and voted 4-1 to forward the draft Ordinance to the City Council; and

WHEREAS, on April 18th, 2023 at a regularly scheduled meeting of the City Council, the draft Ordinance was presented for its first reading and introduction to the City Council at a notice public hearing, and, after discussion of the matter, the City Council directed staff to return the matter to the City Council as required for formal adoption; and

WHEREAS, at the regularly scheduled City Council meeting of April 18th, 2023, the City Council conducted a noticed public hearing to consider an amendment to Title 17 - *Zoning* of the Orland Municipal Code making changes to the City Code to incorporate design standards and requirements regarding the establishment of “joint-tenant” pole signs in the Freeway Influence Area, including the creation and establishment of definitions for “joint-tenant” and “Freeway Influence Area”; and

WHEREAS, The Planning Commission has made a recommendation to the City Council that the proposed action is *exempt* from further environmental review pursuant to California Government Code Section 15061(b)(3), known as the “*General Rule*” or “*Common Sense Exemption*” as it has been determined that it can be seen with certainty that there is no possibility that the proposed Municipal Code Amendment would have a significant effect on the environment; and

WHEREAS, after the conduct of the public hearing the City Council voted ____ - ____ to approve the proposed amendment to the Orland Municipal Code Amendment adding a new definition of “*joint-tenant*” to existing Section 17.78.040 DEFINITIONS, a new Section 17.48.250(C) – *Off-Premises Joint-Tenant Multi-User Pole Signs*, and a new Section 17.78.250(D) – *Freeway Influence Area* as presented (staff report attachment A).

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Orland does hereby approve Orland Municipal Code Amendment ZCA 2023-__ and making the determination that the action is *exempt* from further review under the California Environmental Quality Act (CEQA) pursuant to Government Code Section 15061(b)(3).

The foregoing Ordinance was adopted by the City Council on the 18th day of April 2023 by the vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Chris Dobbs, Mayor

ATTEST: APPROVED AS TO FORM

Jennifer T Schmitke, City Clerk

Gregory Einhorn, City Attorney

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.A.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: Drought Stage Declaration (Discussion/Action)

City Council will review its water conservation plan in light of recent weather conditions and groundwater resources and will consider modifying the declared local drought stage.

BACKGROUND

In September 2014, City Council adopted a Water Conservation & Shortage Contingency Plan for Orland, consistent with direction set by the State Water Resources Control Board for urban water suppliers to implement Water Shortage Contingency Plans to regulate outdoor water use. The City Council in summer 2021 declared a local emergency due to drought consistent with OMC 13.06, moved the City to Stage 1 of the plan, and updated the trigger actions of the Contingency Plan.

In March 2022 the Council revisited the Contingency Plan and moved the City to Stage 2, implementing the tiered rates associated with Stage 2. Those tiered rates were suspended in August 2022, but the City remains in Stage 2 today.

Throughout the process, Orland participated actively on the Glenn County Drought Task Force and the Glenn Groundwater Authority Board, while beginning work on the grant-funded Orland Groundwater Supply Project to expand City drinking water capacity and extend services into immediately surrounding areas of the County.

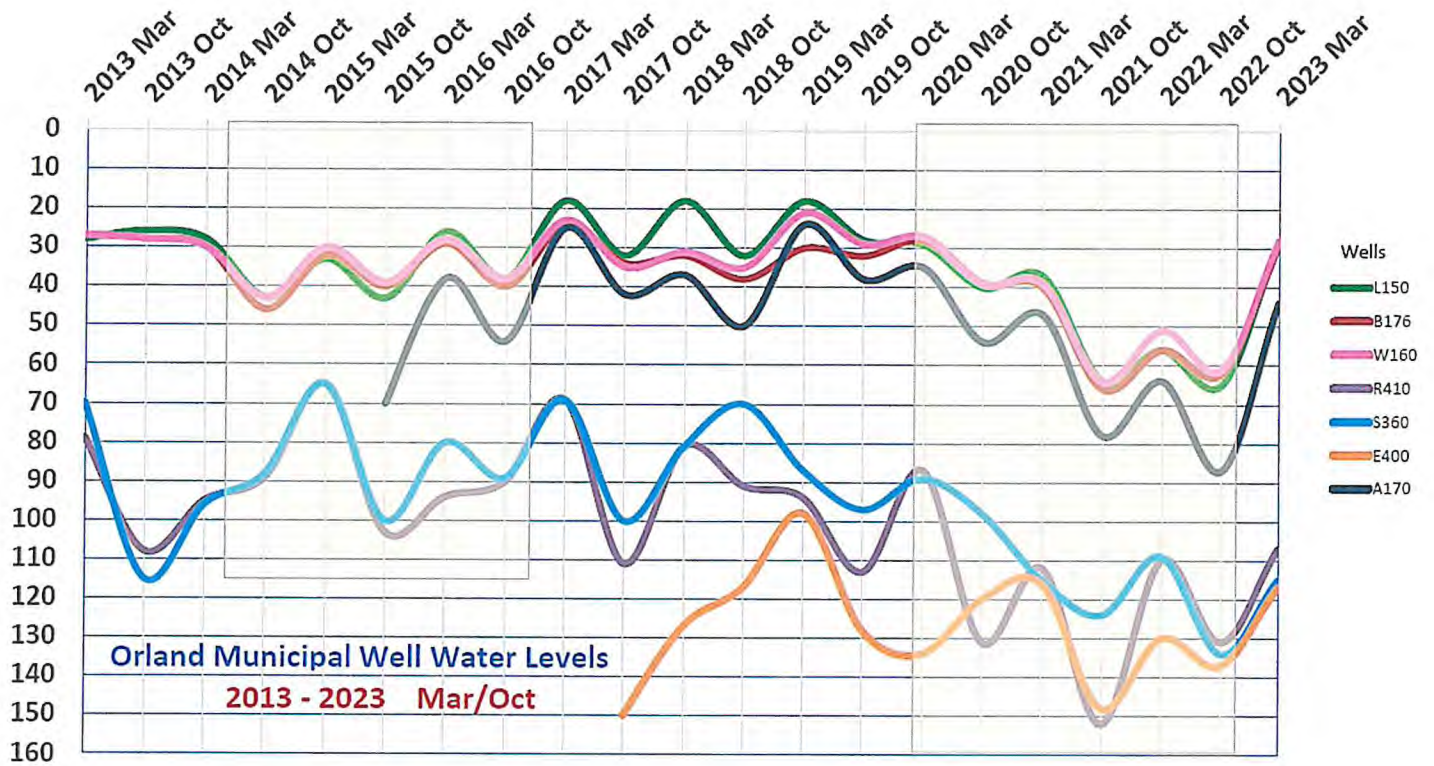
DISCUSSION

Given the normal precipitation year and better-than-normal snowpack, the State is easing drought declarations and regulations. Our well water levels are showing signs of recovery to 2020-2021 levels. It is timely for the Council to revisit its Water Conservation & Shortage Contingency Plan and consider whether/when to move from Stage 2 to Stage 1. It should be noted that Stage 1 continues public awareness efforts but does not impose restrictions on water use nor tiered rates.

Attachments (2): 1. Orland Municipal Well Water Levels 2013-2023
 2. Water Conservation & Shortage Contingency Plan for City of Orland

RECOMMENDATION: Consider the conditions and the Plan, determine drought stage.

Fiscal Impact of Recommendation: N/A



Zero = grade at top of well

10-160 = feet down from the top of the well

Year/Month = semi-annual well water level measurements

Colored lines each represent one well, 3 shallower and three deeper

Yellow overlay = periods of drought

Y OF ORLAND WATER CONSERVATION AND SHORTAGE CONTINGENCY PLAN

CTION	ACTION	NORMAL OPERATIONS	STAGE 1 SHORTAGE	STAGE 2 SHORTAGE	STAGE 3 SHORTAGE	STAGE 4 SHORTAGE
		<i>City Council will declare operational stages for Orland as needed depending on local resources, environmental conditions and State guidance.</i>				
GET USAGE	Measure and track	Resource supplies exceed demand and can meet expected population growth.	25% reduction in demand from base year 2013	30% reduction in demand from base year 2013	35% reduction in demand from base year 2013	50% reduction in demand from base year 2013
DENTIAL USE	Irrigation of residential property	Metered usage, conservation encouraged, wasting prohibited per code (OMC 13.06.060). Rates include cost per volume used after a base allotment.	Customers are asked to increase conservation, egregious instances called to attention of property owner.	Stage 1 + irrigation is limited to 3 days/week and hours per OMC 13.06.070. Irrigation when winds exceed 15MPH is discouraged.	Stage 2 + irrigation is limited to 2 days/week; daylight watering is prohibited. Irrigation when winds exceed 15MPH is prohibited.	Stage 3 + outdoor irrigation is prohibited.
COMMERCIAL USE	Irrigation of property and use in operations	Metered usage, conservation encouraged, wasting prohibited per code (OMC 13.06.060). Rates include cost per volume used after a base allotment.	Customers are asked to increase conservation, egregious instances called to attention of property owner.	Stage 1 + irrigation is limited to 3 days/week and hours per OMC 13.06.070. Irrigation when winds exceed 15MPH is discouraged.	Stage 2 + irrigation is limited to 2 days/week; daylight watering is prohibited. Irrigation when winds exceed 15MPH is prohibited.	Stage 3 + outdoor irrigation is prohibited.
INDUSTRIAL USE	Industrial and ag use in operations	Metered usage, conservation encouraged, wasting prohibited per code (OMC 13.06.060). Rates include cost per volume used after a base allotment.	Customers are asked to increase conservation, 20% reduction from base year 2013 is encouraged, egregious instances called to attention of property owner.	Stage 1 + 25% reduction is required.	Stage 2 + 35% reduction is required.	Stage 3 + 50% reduction is required.
ADMIN	Public information	Continuous education outreach about water conservation generally.	Alerts on customer bills, social media, press releases.	Stage 1 + messages on city website, tips on conservation tactics, warnings of fines.	Stage 2 + letters to all customers that OMC 13.06.080 with fines is being implemented.	Stage 3 + information on where/how to obtain household water in the event of municipal resource curtailment.
	Enforcement of water use code OMC 13.080	Act on reported wasting, advise customers.	Act on reported and observed wasting, advise customers of city code and need to conserve.	Stage 1 + City employees identify water wasting and bring directly to attention of property owners, warn of fines for egregious or persistent wasting.	Stage 2 + City hires and deputizes special enforcement staff to inspect entire City random hours and days, 20 hrs per week, report non-compliance for implementation of fines.	Stage 3 @ 40+ hrs per week
	Rates	Normal operations, normal rates: Base: \$63.31 bi-monthly up to 15,000 gallons, then \$1.70/1000 >15,000 gallons	Normal operations, normal rates: Base: \$63.31 bi-monthly up to 15,000 gallons, then \$1.70/1000 >15,000 gallons	Begin Tier rates Base: \$63.31 bi-monthly up to 15,000 gallons, then Tier 2: \$2.00/1000 gals 15,001-23,000 Tier 3: \$4.00/1000 gals 23,001-30,000 Tier 4: \$6.00/1000 >30,000	Continue Tiers, increase rates Base: \$63.31 bi-monthly up to 15,000 gallons, then Tier 2: \$3.00/1000 gals 15,001-23,000 Tier 3: \$5.00/1000 gals 23,001-30,000 Tier 4: \$7.00/1000 >30,000	Continue Tiers, increase rates Base: \$63.31 bi-monthly up to 15,000 gallons, then Tier 2: \$4.00/1000 gals 15,001-23,000 Tier 3: \$6.00/1000 gals 23,001-30,000 Tier 4: \$8.00/1000 >30,000
PUBLIC WORKS & ENGINEERING	Well monitoring	Inspect well levels monthly and bi-annually report levels and production records to State	Normal ops + inspect well levels bi-monthly, report internally to city engineer and city manager.	Implement weekly inspections of well levels. Report 2/mo to City Council.	Continue Stage 2 + report to City Council weekly.	Continue Stage 3
	Parks and other public	Keep lawns and landscaping green with minimal waste.	Reduce irrigation and step up efforts to identify and fix leaks.	Stage 1 + additional reduction, allow for some browning.	Stage 2 + reduce irrigation to 3 days/week; increase browning.	Stage 3 + reduce irrigation to 2 days/week.
	City pool and splash pad	Operate as safe recreation for residents	Operate as safe recreation for residents. Limit hours at pad to 60 hours per week.	Stage 1 + limit hours at pad to 45 hours/week or only days > 90°.	Stage 2 + limit hours at pad to 35 hours/week or only days >95°. If pool is not yet filled for the season, do not fill it.	Close pad except >100°. If pool is not yet filled for the season, do not fill it.

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 6.B.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: Draft Well Standards (Discussion/Action)

City Council will consider the County's draft well standards and may take a position to support or oppose.

BACKGROUND

OMC 13.06.070 provides for prohibition of water well drilling during a declared statewide water shortage or drought, when the City deems this necessary. County of Glenn in June 2021 declared a moratorium on the issuance of permits for new agricultural wells in Glenn County, specifically excepting the cities of Orland and Willows. Orland had previously passed an ordinance, codified as OMC 8.42, regulating well permitting within its jurisdiction, and in September 2021 passed its own moratorium on new wells.

In February 2022, Council directed the City Engineer to prepare technical standards for well construction. In May 2022, the State by Executive Order (N-7-22) required that plans for new wells be approved by local groundwater sustainability agencies. The County drilling moratorium is set to expire this June.

DISCUSSION

Glenn County is currently updating its water well drilling standards. An announcement was made recently that the Water Well Drilling Standards policy has been revised and the draft would be reviewed at a Special Board of Supervisors meeting on Monday, April 17th at 9:00 a.m. This study session will have occurred after the date of the publication of this City Council agenda. Action by the Board, if any, would presumably be after the April 17th meeting but prior to the June expiration of the moratorium.

The City Council may wish to take a position in support or otherwise and make that known to the County.

Attachment: DRAFT Glenn County Water Well Drilling and Standards as presented to the Glenn Groundwater Authority April 10, 2023

RECOMMENDATION: Staff encourages Council support of the draft standards, generally.

Fiscal Impact of recommendation: N/A

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF GLENN AMENDING THE GLENN COUNTY CODE BY
AMENDING TITLE 20, CHAPTER 20.08 RELATING TO WATER WELL DRILLING AND STANDARDS**

THE BOARD OF SUPERVISORS OF THE COUNTY OF GLENN ORDAINS AS FOLLOWS:

SECTION 1: The Glenn County Code is hereby amended by amending Title 20, Chapter 20.08 to read in its entirety as follows:

Chapter 20.08

WATER WELL DRILLING AND STANDARDS

Sections:

20.08.010	<i>Purpose.</i>
20.08.020	<i>Authority.</i>
20.08.030	<i>Definitions.</i>
20.08.040	<i>Duties and Powers of Local Enforcement Agency.</i>
20.08.050	<i>Well Standards.</i>
20.08.060	<i>Permit Required.</i>
20.08.070	<i>Permit Application, Issuance and Term.</i>
20.08.080	<i>Exempt Wells.</i>
20.08.090	<i>Consultant Review Required for Non-Exempt Wells</i>
20.08.100	<i>Groundwater Sustainability Agency Approval.</i>
20.08.110	<i>Permit Approval.</i>
20.08.120	<i>Inspections.</i>
20.08.130	<i>New, Replacement and Repaired Exempt Well Minimum Depth Requirements.</i>
20.08.140	<i>Well Completion Report.</i>
20.08.150	<i>Electric Logging (E-Log) Required.</i>
20.08.160	<i>Replacement of Existing Wells.</i>
20.08.170	<i>Well Destruction.</i>
20.08.180	<i>Permit Revocation, Rescission and Hazard Abatement.</i>
20.08.190	<i>Appeals.</i>
20.08.200	<i>County Action Not Guarantee.</i>
20.08.210	<i>Conflicting Regulations.</i>
20.08.220	<i>Violations & Penalties.</i>

20.08.010 Purpose.

The Board of Supervisors finds that the protection of groundwater within the county is of major concern to the residents of the county. It is the purpose of this chapter to provide for the placement, construction, replacement, repair, modification and destruction of wells in such a manner that the groundwater of this county will not be contaminated, depleted or polluted, and that water obtained from wells will be suitable for beneficial use and will not jeopardize the health, safety or welfare of the residents of this county. In addition, this chapter attempts to reduce potential well interference problems to existing wells, public trust resources

of navigable waterways and potential adverse impacts to the environment, which could be caused by the placement, construction, replacement, repair, modification and destruction of wells where a permit is required under this chapter.

20.08.020 Authority.

The chapter is adopted pursuant to the Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq. as amended from time to time.

20.08.030 Definitions.

The following words and phrases shall, for the purpose of this chapter, have the meanings ascribed to them in this section:

A. "Abandoned" or "abandonment" shall apply to a well which has not been used for a period of one year, unless the owner declares in writing, on a form provided by the County, their intention to use the well again for supplying water or other associated purpose (such as an observation well or injection well) and received approval of such declaration from the Local Enforcement Agency ("LEA"). Test holes and exploratory holes shall be considered abandoned twenty-four hours after construction work has been completed, unless otherwise approved by the LEA.

B. "Agricultural wells" means water wells used to supply water for irrigation and growing of crops or production of other agricultural commodities for commercial purposes.

C. "Board" means the Glenn County Board of Supervisors.

D. "Cathodic protection well" means any artificial excavation constructed by any method for the purpose of installing equipment or facilities for the protection electrically of metallic equipment in contact with the ground commonly referred to as cathodic protection.

E. "Community water supply well" means a water well for domestic purposes in systems subject to Chapter 7 of Part 1 of Division 5 of the California Health and Safety Code (commencing with section 4010) as amended from time to time.

F. "Completion or completion operation" means any work conducted after artificial excavation to include:

1. Placement of well casing,
2. Gravel packing,
3. Sealing,
4. Casing perforation, or
5. Other operations deemed necessary by the LEA.

G. "Consultant" means a California Licensed Professional Geologist or Engineer with a Certified Hydrogeologist Specialty Certification.

H. "County" means the County of Glenn.

I. "Contamination" means an impairment of the quality of water to a degree which creates a hazard to the public health through poisoning or through spread of disease.

J. "Destruction or destroy" means the complete filling of a well in such a manner that it will not produce water or act as a conduit for the interchange of water, when such interchange will result in deterioration of the quality of water in any water-bearing formations penetrated.

K. "Domestic water well" means a well devoted exclusively to the residential and related yard, garden and barnyard uses within the same parcel of land as the served dwelling house. Such uses do not include the growing of crops, or production of other agricultural commodities for commercial purposes.

L. "Electric logging" or "E-Log" means lowering a device used to measure the electric resistance of the rock and soil layers in the downhole portion of the well.

M. "Groundwater" means water in the zone of saturation. Groundwater is presumed to be percolating, although it does occur in known and definite channels.

N. "Health officer" means the Glenn County Health Officer or duly authorized registered environmental health specialist.

O. "Hydrology" shall mean the origin, distribution, and circulation of water through precipitation, streamflow, infiltration, groundwater storage, and evaporation.

P. "Industrial wells" mean water wells used to supply industry on an individual basis.

Q. "Livestock well" means a water well used for the watering of livestock and other uses directly related to the operation of a feedlot, confined livestock operation or dairy.

R. "Local Enforcement Agency" or "LEA" means the Glenn County Environmental Health Department, which is designated as such by the Board of Supervisors;

S. "Modification or repair" means the deepening of a well, reperforation, sealing or replacement of a well casing.

T. "Monitoring well" means a well that is used for monitoring or sampling the condition of a water-bearing aquifer, such as water pressure, depth, movement or quality.

U. "Navigable waters" means waterways capable of being navigated by oar or motor-propelled small craft, consistent with the California public right of navigation test.

V. "Overdraft" shall mean the condition of a groundwater basin where the amount of water withdrawn exceeds the amount of water replenishing the basin over a period of time. Also, as the point at which extractions from the basin exceed its safe yield plus any temporary surplus.

W. "Percolation" shall mean the movement of water through the soil to the groundwater table.

X. "Permeability" shall mean the capability of soil or other geologic formation to transmit water.

Y. "Person" includes any person, firm, association, corporation, organization, partnership, business trust, company, or special district formed under the laws of the State of California.

Z. "Piezometric surface" shall mean the surface to which the water in a confined aquifer will rise.

AA. "Pollution" means an alteration of the quality of water to a degree which unreasonably affects (1) Such waters for beneficial uses; or (2) Facilities which serve such beneficial uses. Pollution may include contamination.

BB. "Porosity" shall mean voids of open spaces in alluvium, other soils and rocks that can be filled with water.

CC. "Public nuisance," when applied to a well, means any well which threatens to impair the quality of ground water or otherwise jeopardize the health and safety of the public.

DD. "Public trust resources" means waterways the government is obligated to hold in trust pursuant to the Public Trust Doctrine for the benefit of the public for purposes of commerce, navigation, recreation, fishing, and preservation of wildlife habitat and natural resources.

EE. "Public water system well" means a water well that is constructed or used to supply water for domestic purposes in systems subject to the requirements of sections 116275 et seq. of the California Health and Safety Code (California State Safe Drinking Water Act) as amended from time to time.

FF. "Radius of influence" shall mean the radial distance from the center of a well bore to the point where there is no lowering of the water table or potentiometric surface (the edge of the well's cone of depression).

GG. "Recharge" shall mean flow to groundwater storage from precipitation, infiltration from streams, irrigation, spreading basins, and other sources of water.

HH. "Replacement well" means the construction of a new well to replace an existing well where the existing well is destroyed under permit within 90 days of completion of the replacement well.

II. "Safe yield" shall mean the maximum quantity of water which can be withdrawn annually from a groundwater supply under a given set of conditions without causing an undesirable result. The phrase "Undesirable Result" is intended to refer to a gradual lowering of the groundwater levels resulting in, or tending to result in, the eventual depletion of or the substantial diminution of the supply of water.

JJ. "Saltwater intrusion" shall mean the movement of saltwater into freshwater aquifers.

KK. "Specific capacity" shall mean the volume of water pumped from a well in gallons per minute per foot of drawdown.

LL. "Spreading water" shall mean discharging native or imported water to a permeable area for the purpose of allowing it to percolate to the zone of saturation. Spreading, artificial recharge and replenishment all refer to operations used to place water in a groundwater basin.

MM. "Test or exploratory hole" means an excavation used for determining the nature of underground

geological or hydrological conditions, whether by seismic investigation, direct observation, or any other means.

NN. "Transmissivity" shall mean the rate of flow of water through an aquifer.

OO. "Usable storage capacity" shall mean the quantity of groundwater of acceptable quality that can be economically withdrawn from storage.

PP. "Water table" shall mean the surface where groundwater is encountered in a well in an unconfined aquifer.

QQ. "Well" means any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into, the underground, or for providing cathodic protection or electrical grounding of equipment, or for making tests or observations of underground conditions, or for any other similar purpose. Wells include, but shall not be limited to, community water supply wells, individual domestic wells, livestock wells, industrial wells, agricultural wells, cathodic protection wells, electrical grounding wells, test and exploratory holes and observation wells, as defined herein, and other wells whose regulation is necessary to fulfill the purpose of this chapter. This definition shall not include oil and gas wells, or geothermal wells constructed under the jurisdiction of the State Department of Conservation, except those wells converted to use as water wells.

RR. "Well drilling contractor" means a contractor licensed in accordance with the provisions of the Contractor's License Law, Chapter 9 of Division 3 of the Business and Professions Code (commencing with section 7000), as amended from time to time, and who shall possess a valid C-57 water well contractor's license.

SS. "Zone of saturation" shall mean the area below the water table in which the soil is completely saturated with groundwater.

20.08.040 Duties & Powers of the Local Enforcement Agency (LEA).

A. The LEA shall enforce all the provisions of this chapter and may issue correction notices, notices of violation, stop work orders, and citations for any violations of this chapter, or any permit issued pursuant to this chapter.

B. Nothing contained in this chapter shall be construed to prevent the LEA from requiring compliance with higher requirements than those contained herein where such higher requirements are essential to protect public health, safety, welfare, water quality and the environment.

20.08.050 Well Standards.

A. In order to provide minimum standards for the proper regulation of well placement, construction, replacement, repair, modification and destruction, the State of California water well standards (Department of Water Resources Bulletin 74-81 and 74-90) which may be amended from time to time, are hereby adopted, incorporated and made a part of this chapter by this reference without further publication, as though set forth at length in this chapter and are hereby declared to be the well placement, construction, replacement, repair, modification and destruction code of Glenn County, except where superseded by this chapter.

B. Meters shall be required on all new, replacement, repaired and modified wells which have a casing larger than six (6) inches in diameter. Meters shall meet all current applicable industry standards and be installed per the manufacturer's specifications.

C. All annular well seals shall extend at least five (5) feet into the first low permeability stratum encountered and to at least fifty (50) feet. The annular well seal minimum depth may be reduced when salinity or bedrock restrictive layers are encountered during well construction, provided that the well complies with all other sections of this chapter. The LEA shall require that the well complies with the annular well seal minimum depth requirements to the extent reasonably possible. Salinity or bedrock restrictive layers shall be confirmed thru samples, in writing, and approved by the LEA.

D. All well destruction seals shall extend at least fifty (50) feet below ground surface or to the total depth if the well is less than fifty (50) feet in depth.

E. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be tested for total dissolved solids (TDS) and the results shall be submitted to the LEA before the casing is installed. The Department of Water Resources (DWR) considers groundwater with a TDS concentration above 1,000 mg/L to be brackish or saline and would require treatment prior to use for agriculture industrial or drinking water.

F. All saline, poor-quality, polluted or contaminated portions of the aquifer shall be sealed from good-quality water portions of the aquifer to prevent contamination.

G. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be disinfected, using the conventional and acceptable methods, at the time of the construction, replacement, repair or modification and prior to the well being used or placed into service. Water used for the drilling of community water supply and domestic water supply wells shall be secured from a potable source or another groundwater well.

H. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be located with a minimum setback of fifty (50) feet, as measured from top of the bank, from, but not limited to, lakes, rivers, streams, ponds, canals, reservoirs and wetlands.

I. All agriculture, industrial, community water supply, domestic, and livestock water wells shall be located with a minimum setback of ten (10) feet from a property line.

J. All agriculture, industrial, community water supply, domestic, and livestock water wells shall have a casing that extends at least eighteen (18) inches above all known levels of flooding and at least eighteen (18) inches above grade.

K. Steel well casing shall be no less than ten gauge in thickness.

20.08.060 Permit Required.

No person, firm, association, organization, partnership, joint venture, business trust, corporation, company, federal, state or local agency, or special district formed under the laws of this state shall, within the County of Glenn, construct, replace, repair, modify or destroy a well unless a permit has first been obtained and approved by the LEA as provided in this chapter.

20.08.070 Permit Application, Issuance & Term.

Applications for permits shall be made to the LEA together with the required fee established by the board of supervisors of the County of Glenn. If construction, replacement, repair, modification or destruction of a well is begun prior to obtaining a permit, the fee for such permit may be doubled, but shall not relieve any person from fully complying with the provisions of this chapter nor from any other penalties described in this chapter. Applications shall be made on forms provided by the LEA. Applications for permits to construct, replace, repair, modify or destroy a well shall include the following information:

- A. Location of the well on the property/parcels and the location and size in acreage of the contiguous properties and assessor's parcel number to be served.
- B. Well location longitude and latitude.
- C. Name, address and contractor's license number of the person who will construct the well.
- D. The proposed depth of the well.
- E. The proposed well casing diameter.
- F. The proposed screen depth intervals.
- G. The size of the proposed pump.
- H. The proposed use of the well.
- I. An accurate plot plan which will show the following:
 - 1. Property lines with dimensions and existing and proposed buildings.
 - 2. Sewage disposal systems, sewer lines, and any other works carrying or containing sewage within two hundred (200) feet of the proposed well.
 - 3. All intermittent perennial, natural or artificial bodies of water or watercourses.
 - 4. All other existing wells.
 - 5. The approximate surface drainage pattern of the property and areas subject to flooding.
 - 6. All existing and proposed structures.
- J. Such additional information as required by the LEA.
- K. The LEA is authorized to reduce the amount of information required to be included in a permit application when applicable based upon the permit type.

J. The LEA shall review all completed permit applications. If the application, site evaluation or plans do not conform to the requirements of this chapter and all pertinent laws and ordinances, the application shall be denied in writing, including the reasons for denial. If the LEA is satisfied that the proposed work conforms to the requirements of this chapter and all pertinent laws and ordinances, a water well permit shall be issued.

K. The LEA shall stamp or endorse in writing all permits and all sets of approved plans. One set of such approved plans and the permit shall be retained by the LEA and another set shall be kept at the well construction site, open to inspection by the LEA at all reasonable times. All work shall conform to the approved plans for which the permit has been issued and any approved amendments.

L. Every permit expires one year after issuance. If the permittee cannot complete the work within one year, the LEA may extend the permit for one additional year if the permittee applies for an extension prior to expiration of the permit and pays the required fees.

20.08.080 Exempt Wells.

The following wells shall not be subject to requirements set forth in sections 20.08.090 and 20.08.100:

A. Wells that will provide less than two (2) acre-feet per year of groundwater for individual domestic users, livestock or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the California Health and Safety Code as may be amended from time to time.

B. Limited purpose wells including:

1. Fire suppression wells;
2. Cathodic protection wells;
3. Geothermal wells;
4. Soil borings;
5. Monitoring and mitigation wells; and
6. Exploratory wells used only for the limited purpose of determining the presence of sufficient potable water.

20.08.090 Consultant Review Required for Non-Exempt Wells.

A. All non-exempt well permit applications shall include the proposed well construction design along with the maximum pump size and specifications. Those applications shall be reviewed by a consultant, retained by the County, for the purpose of conducting hydrogeologic studies to determine the likelihood that extractions from the proposed well will cause: interference with the production and function of existing nearby wells; subsidence that would adversely impact or damage nearby infrastructure or cause exceedance of Groundwater Sustainability Plan minimum thresholds for land subsidence; groundwater level declines that will cause exceedance of Groundwater Sustainability Plan minimum thresholds for groundwater levels; exceedance of Groundwater Sustainability Plan minimum thresholds for water quality; or, exacerbate a substantial adverse impact on public trust resources of navigable waters. When applicable, the consultant shall provide well design mitigation measures intended to eliminate impacts to nearby wells, land subsidence,

groundwater levels, water quality and public trust resources of navigable waters. The cost of such studies and design mitigation measures shall be borne by the applicant.

B. The consultants hydrogeological study results and well design requirements shall be submitted to the LEA within thirty (30) days of receiving the application package. The results shall be in report form and in a format approved by the county.

20.08.100 Groundwater Sustainability Agency (GSA) Approval.

A permit application for a new, replacement, modified or repaired non-exempt well in a basin subject to the Sustainable Groundwater Management Act, and classified as medium or high-priority, shall include written verification from the GSA managing the basin, or area of the basin where the well is proposed to be located, that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that GSA and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.

20.08.110 Permit Approval.

The LEA may approve or deny the permit after reviewing the application and the report of the consultant. As a condition of approval, the applicant may be required to implement the design mitigation measures required by the LEA. The LEA may require additional hydrogeological studies deemed necessary for consideration of the application. The cost of such additional studies shall be borne by the applicant.

20.08.120 Inspections.

A. The LEA is hereby empowered to enter upon private property in order to make inspections for the purpose of enforcing the provisions of this chapter in the manner set forth in Title 1, Chapter 14, Section 1.14.020 of this code. A final inspection of the work performed on any well pursuant to this chapter shall be made by the LEA unless such inspection is waived by the LEA. No permittee shall be deemed to have complied with this chapter or the conditions of the permit until such inspection has been either made and the installation approved, or the inspection waived by the LEA.

B. The LEA shall inspect the proposed well location before any drilling begins to confirm the location meets the provisions of this chapter.

C. The LEA shall be notified a minimum of twenty-four (24) hours prior to installing or placing a sanitary seal. Drillers who anticipate completing a well in less than a day may notify the LEA twenty-four (24) hours prior to commencement of drilling and provide the anticipated time at which the sanitary seal shall be installed. Notification does not guarantee a requested inspection date or time.

20.08.130 New, Replacement and Repaired Exempt Well Minimum Depth Requirements.

A. New, replacement and repaired exempt wells shall extend at least fifty (50) feet below the most current minimum threshold established by the applicable Groundwater Sustainability Plan adopted by the corresponding Groundwater Sustainability Agency (GSA). The minimum threshold may vary depending on the location within the groundwater basin. The minimum permitted well depth is not a guarantee as to water availability or production, but rather a minimum requirement only for the specific area.

B. The minimum depth requirement may be reduced when salinity or bedrock restrictive layers are encountered during well construction and all other mitigative options have been exhausted, so long as the well is in compliance with all other sections of this chapter. The LEA shall require that the well complies with the minimum depth requirements to the extent reasonably possible. Salinity and/or bedrock restrictive layers shall be confirmed thru samples, in writing and approved by the LEA.

C. Minimum depth requirements shall only apply to wells located within an established high or medium priority groundwater basin.

20.08.140 Well Completion Report.

As required by section 13751 of the California Water Code, which may be amended from time to time, every person who digs, bores, or drills a water well, cathodic protection well, groundwater monitoring well, or geothermal heat exchange well; abandons or destroys such a well; or deepens or reperforates such a well; shall file a Well Completion Report of that well with the LEA within 60 days of the date of completion.

20.08.150 Electric Logging (E-Log) Required.

A. If a well is larger than eight (8) inches, a test hole shall be drilled, and the E-Log submitted to the LEA for review. In addition, the proposed well construction shall meet the conditions listed below:

1. To the extent feasible, controlling hydrological conditions that existed before the well was drilled and constructed, including the elimination of physical hazards.
2. Prevent pollution of groundwater.
3. Preserve the integrity of the aquifers.
4. Prevent intermingling of potable and irrigable waters with saline and other unsuitable waters.

B. The purpose of these conditions is to manage interactions between new, replacement, modified and existing neighboring wells.

C. The LEA does not design the proposed well. The applicant and contractor are responsible for submitting the proposed well design.

D. Upon receiving the proposed well design, and prior to approving drilling of the well, the LEA will review and determine if the requirements of this chapter, and all pertinent laws and ordinances, have been met.

20.08.160 Replacement of Existing Wells.

If a new well must be constructed as a result of the failure of an existing well, the LEA may condition issuance of a permit on the mandatory destruction of the existing well in accordance with the methods and requirements of this chapter. A well may be deemed to have failed under the following circumstances:

- A. When groundwater drops to a level below the useful depth of the well.

B. When the well yields sand or soil in quantities to make it unusable for domestic, agricultural or industrial purposes.

C. When contamination is present.

D. When the well is inside of the established minimum setback requirements from potential sources of contamination.

E. When established setback requirements do not exist and, in the judgment of the LEA, degradation of the groundwater is likely to occur or continue if the well is not destroyed.

20.08.170 Well Destruction.

All abandoned wells, as defined in this chapter, shall be destroyed according to the following standards:

A. A well that is no longer useful (including exploration and test holes) shall be destroyed in order to ensure that the groundwater supply is protected and preserved for future use and to eliminate potential physical hazards.

B. After all reasonable efforts to clear contamination have been made, a well that contains poor-quality water, pollutants, contaminants or is a potential hazard to the purity of the groundwater, shall be destroyed by completely filling the well with an approved sealing material or by destruction standards and methods required by the LEA.

C. Observation or test wells used in the investigation or management of groundwater basins by government agencies or research/engineering organizations are not considered abandoned if they are maintained for that purpose; however, such wells shall be covered with an appropriate cap, bearing the label "Observation Well" and the name of the agency or organization, and shall be locked when measurements are not being made. When these wells are no longer used for this purpose, or for supplying water, they shall be considered abandoned.

20.08.180 Permit Revocation, Rescission and Hazard Abatement.

A. A permit issued pursuant to this chapter may be revoked by the LEA if the LEA determines that a violation of this chapter exists, that written notice has been directed to the permittee specifying the violation, and that the permittee has failed or neglected to take corrective action within the time specified in the notice.

B. A permit may also be rescinded by the LEA upon determination that the permit was obtained by false statement or misrepresentation. The permittee shall be notified in writing of the action and the rescission shall be effective upon the date of issuance of the notification.

C. Whenever the LEA determines that any well on private property has become a hazard to public safety; endangers property; or adversely affects the safety, use, or stability of an adjacent property, an overhead or underground utility, or a public way or watercourse; or could adversely affect the water quality of any watercourse or water body, the LEA shall provide written notice to the owner or other person in control of the property, identifying the hazard; what must be done to eliminate the hazard; and, the time within which the actions must be taken. Upon receipt of the written notice from the LEA, the owner or other person in control of the property shall, within the time specified in the notice, take those actions necessary to eliminate the hazard and conform with the requirements of this chapter. Failure to eliminate the hazard within the time

prescribed could result in violations and penalties pursuant to this chapter and all pertinent laws and ordinances.

20.08.190 Appeals.

A. The applicant or any aggrieved party may appeal a decision of the LEA or any notice of violation issued. Any such administrative appeal shall be commenced by filing a written request within ten (10) days after service of notice or determination with the clerk of the board of supervisors for a hearing. If the tenth (10th) day falls on a county holiday or weekend, the time to request the hearing shall be extended to the next day that is not a holiday or weekend. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the LEA or the enforcing officer contained in the notice or determination shall become final and conclusive on the eleventh (11th) day following service of the notice or determination.

B. Upon timely receipt of a written request for hearing which complies with the requirements of this section, the clerk of the board of supervisors shall set a hearing date not less than seven business days nor more than twenty-one (21) business days from the date the request was filed. The clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the LEA and/or enforcing officer. A failure to set a hearing date within this time period is not jurisdictional.

C. Unless jurisdiction over a specific violation or determination is exercised by the board of supervisors at a meeting of the board of supervisors, the hearings required by this chapter and California Government Code Section 25845, to be heard by the board of supervisors are hereby delegated to an administrative hearing officer established by Chapter 2.28 of the Glenn County Code.

D. Pursuant to California Government Code Section 25845, subdivision (i), the administrative hearing officer shall preside over the hearing and decide evidentiary issues and any requests for delays.

E. The administrative hearing officer shall not determine the legality of this chapter or legality of the enforcement procedures used. The administrative hearing officer shall determine if the decision of the LEA or the enforcing officer conforms to this chapter and is supported by a preponderance of the evidence presented by the LEA or enforcing officer or his or her department. The hearing shall be recorded. The record and evidence shall be preserved for three years.

F. If requested by the administrative hearing officer, the County Counsel shall appoint a deputy county counsel to impartially advise the administrative hearing officer. He or she shall not have been involved in assisting the LEA or the enforcing officer, or the enforcing officer's department, on the determination or enforcement action at issue.

G. Any hearing conducted pursuant to this chapter need not be conducted according to technical rules of evidence. Any relevant sworn evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The administrative hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

H. The written findings and recommendations of the administrative hearing officer shall be referred to the board of supervisors, and the appellant, within fifteen (15) days of the conclusion of the hearing. The board of supervisors may adopt the recommendation without further notice of hearing or may set the matter for a de novo hearing before the board of supervisors. No specific form is required for the findings and recommendations, which need only be generally stated. Written notice of the administrative hearing officer's findings and recommendations shall be mailed to the appellant at the address listed on the application and/or appeal.

G. The decision of the board of supervisors, which shall be by resolution, shall be final and conclusive. A failure to appeal the determination of the LEA or the enforcing officer will constitute a failure to exhaust administrative remedies by the responsible person(s).

H. This section does not authorize appeals to the board of supervisors from any action of the LEA authorized or required by state law or regulation.

20.08.200 County Action Not Guarantee.

This chapter shall not be construed as imposing upon the county any liability or responsibility for damage resulting from defective placement, construction, replacement, modification, repair or destruction of any well or for damage to, or interference with, wells on adjoining or other properties. Neither the issuance of a permit pursuant to this chapter, final inspection of work performed on any well pursuant to this chapter, nor the waiver of such final inspection shall be, nor construed to be, a guarantee by the County of Glenn that suitable water in sufficient quantity and quality is available from any well.

20.08.210 Conflicting Regulations.

Where there is a conflict between the regulations of this chapter and any other chapter of local, state or federal regulation, the greater or more stringent regulation or restriction shall apply and shall be enforced by persons authorized in this chapter.

20.08.220 Violations and Penalties.

Pursuant to section 1.13.010 of this code, any person who violates any regulatory or prohibitory provision of this chapter is guilty of a misdemeanor punishable by a fine not exceeding five thousand (\$5,000.00) dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment. A separate offense is committed upon each day or portion thereof during or on which a violation occurs or continues. Nothing herein shall be deemed to abrogate or annul the right to enjoin or abate such violations by civil action.

SECTION 2: If any section, subsection, sentence, clause, portion, or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 3: This ordinance shall take effect thirty (30) days after the date of its adoption and before the expiration of fifteen (15) days from the date of passage thereof shall be published at least once in a

newspaper of general circulation, in the County of Glenn, State of California, together with the names of the members of the Board of Supervisors voting for and against the same.

PASSED AND ADOPTED this _____ day of April 2023, by the Glenn County Board of Supervisors, State of California, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

SCOTT H. DE MOSS

By: _____
Clerk of the Board

APPROVED AS TO FORM

By: _____
William J. Vanasek, County Counsel

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 6.C.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council
FROM: Pete Carr, Finance Director
SUBJECT: Annual Financial Audit Report (Discussion/Action)

Director of Finance will present the annual independent financial audit report for Council consideration and will recommend acceptance.

BACKGROUND

The City each year engages an outside auditor to perform an independent audit of City finances compliant with Orland Municipal Code and California State Government Code. The report contains financial statements, audit-based opinions about the accuracy and reasonableness of management's presentation of financial information as well as internal controls, and a management letter to the City Council.

Once accepted by the City Council, the entire audit report is made available by the City in digital and printed form for public inspection and filed with the State.

DISCUSSION

We engaged an auditor new to Orland this year, RT Dennis Accountancy. The auditor reports that Orland's financial statements "... present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Orland, as of June 30, 2022..." Many documents were analyzed, many questions were asked, but no material deficiencies were identified.

The fiscal year was characterized by full recovery from pandemic issues but intense impact from the drought. The City made significant progress in upgrading public safety radio systems infrastructure and began the DWR grant-funded Orland Groundwater Supply Project implementation. The City also supported development processes for Habitat for Humanity and three other apartment complexes, Linwood II housing, and Maverik.

As of June 30, 2022, the City had:

- \$10.6M in cash & investments (only \$2.42M discretionary -- General Fund, Measure A and ARPA combined).
- General Fund reserve balance was \$1.69M, Measure A \$1.62M, ARPA \$476K.

Operationally, for the fiscal year 2021-22:

- The General Fund received \$6.2M and expended \$5.8M.
- GenFund revenues exceeded original budget by \$738K before ARPA. GenFund expenditures, mostly due to early payoff of debt, exceeded budget by \$310K.

Water Fund and Sewer Fund balances both increased as budgeted, strengthening reserves against future projects and contingencies. Water Fund reserve balance as of June 30, 2022 was \$4.1M, Sewer Fund \$2.3M.

This past fiscal year's audit was, like so many activities in the post-pandemic recovery, started on time but delayed in completion, while equal in quality to previous years. Upon acceptance by the City Council, the financial audit report becomes a completed document, published and filed in the permanent records of the City.

Attachment: Fiscal Year 2021-22 Financial Audit Report for City of Orland – digital format 51-page report published on City website along with agenda packet.

RECOMMENDATION:

Accept the annual financial report and the auditor's management letter.

Fiscal Impact of Recommendation:

The annual audit expense is \$26,000. This expense is allocated to the General Fund and enterprise funds.

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 6.D.
MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council
FROM: Director of Administrative Services, Rebecca Pendergrass
SUBJECT: **Clean California Grant Applications** (Discussion/Action)

City Staff requests Council approval of submitting two grant applications for the Clean California Local Grant Program.

BACKGROUND

California's Department of Transportation (Caltrans) has opened a second cycle of grant funding through the Clean California Local Grant Program. The funds are to be used by local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance communities and improve spaces for walking and recreation. Currently the City is receiving funding through Cycle 1 of the program for the bee sculptures that are being installed at the off-ramps of I-5 and SR 32.

DISCUSSION

After reviewing the program's cycle 2 requirements staff believes that two applications should be submitted. One application will be requesting funds to create and install the previously planned Pollinator Park to be located next to the current Honeybee Discovery Center. The second application will request funds to install new pedestrian lighting, trash receptacles and benches along both Fourth and Fifth Street within the downtown business district.

RECOMMENDATION

Approve the submission of both grant applications.

Fiscal Impact of Recommendation: There is a 12.5% required match. The previously allocated American Rescue Plan Act (ARPA) funds should be sufficient.

Approved by City Manager:

PRC

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 6.E.

MEETING DATE: April 18, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager/Finance Director
Rebecca Pendergrass, Director of Administrative Services/ACM

SUBJECT: **Fiscal Year 2023-24 Budget Discussion #2:**
Fleet Schedules, Grant Administration (Discussion/Direction)

City staff will brief Council and seek direction on ongoing progress in preparing a draft proposed budget for the next fiscal year.

BACKGROUND

City staff is preparing a draft budget for the fiscal year 2023-24 (FY24) which starts July 1. The budget will represent the City's best estimate of probable revenues and a spending plan to support operations and projects consistent with Council direction. Staff will continue to analyze revenue projections and collect cost estimates to produce an evolving budget picture in anticipation of an adoptable budget before June 30th.

DISCUSSION

This evening's discussion will expand on the April 4th initial discussion about capital projects for FY24 by introducing updated fleet replacement schedules. We can also discuss grant administration options.

Direction received from Council this evening will further inform staff analysis as we proceed with formulation of the final proposed budget which is planned for presentation to Council for consideration of adoption on June 6th. In intervening Council sessions, we will examine water and wastewater utility funds, Measure A Public Safety Fund, General Fund expenditures by departments, and the City's updated debt obligations schedule.

Fleet Replacement

Fire, Police and Public Works fleet schedules are updated and presented indicating needed replacements for the coming fiscal year. Note that Fire and Police vehicle costs are assigned to Measure A Public Safety Fund, while most Public Works vehicle costs are assigned to Water and Sewer funds. Fire is not planning any new equipment for FY 24. Police may need to replace up to two patrol vehicles. Public Works proposes several purchases but fewer than in recent years, the most significant being a new hydro-excavation machine (Vac-Con). A significant new issue in planning fleet replacement – especially for Public Works off-road equipment – is presented by regulatory changes enacted in November 2022 by the California Air Resources Board (CARB), forcing the phased retirement of off-road diesel equipment, mandating the use of renewable fuel, and requiring the City to ensure contractors have a valid Certificate of Reported Compliance.

Grant Administration

At the Council's direction, Staff is exploring alternative approaches to grant writing and grant administration. A summary listing of recent and current grants received is included, as well as points to consider, options, and suggestions for inclusion into this budget. One suggestion is to include a line item for grant writing services in department budgets for the coming year, enabling the City to be responsive, flexible, and nimble when grant opportunity notices are announced.

Attachments (4):

- A. Fire Department Fleet Replacement Schedule
- B. Police Department Fleet Replacement Schedule
- C. Public Works Fleet & Equipment Schedule
- D. Grant administration summary and suggestions

RECOMMENDATION

Provide direction at Council discretion. Staff will proceed with budget preparation accordingly.

Fiscal Impact of Recommendation:

Budget will balance revenues with expenditures as it provides for operational services and improvement project objectives, and will maintain or build fund reserves.

Orland Fire Department Fleet Replacement Schedule FY24

Fiscal Year	Source/Use	Expenditure	Appropriated	Balance
17/18	Measure A		Opening Balance	\$338,000
18/19	Measure A		\$100,000	\$438,000
19/20	Measure A		\$100,000	\$538,000
20/21	Chief truck/grass truck	\$230,000	\$100,000	\$408,000
21/22	Measure A		\$200,000	\$608,000
22/23	Engine 27 *	\$520,000	\$200,000	\$288,000
23/24	Measure A		\$200,000	\$488,000
24/25	Measure A		\$200,000	\$688,000
25/26	Measure A		\$200,000	\$888,000
26/27	Measure A		\$200,000	\$1,088,000
27/28	Measure A		\$200,000	\$1,288,000
28/29	Measure A		\$200,000	\$1,488,000
29/30	Measure A		\$200,000	\$1,688,000
30/31	Measure A		\$200,000	\$1,888,000
32/33	Measure A		\$200,000	\$2,088,000
33/34	Engine 25	\$1,200,000	\$200,000	\$1,088,000
34/35	Measure A		\$200,000	\$1,288,000
35/36	Chief truck/grass truck		\$200,000	\$1,488,000
36/37	Measure A		\$200,000	\$1,688,000
37/38	Measure A		\$200,000	\$1,888,000
38/39	Measure A		\$200,000	\$2,088,000
39/40	Measure A		\$200,000	\$2,288,000
40/41	Measure A		\$200,000	\$2,488,000
41/42	Ladder 26	\$2,500,000	\$200,000	\$188,000

* Net of vehicle cost \$790,000 less USDA Grant for \$270,000

FY 23 Bulldozer, truck and trailer is not shown as it was 100% grant funded.

ORLAND POLICE DEPT FLEET for FY24 as of April 2023

UNIT#	YEAR	TYPE	MAKE/MODEL	VALUE \$	Notes	REPLACE
500	2017	SUV/COP	CHEVY TAHOE	\$50K		2028
501	2017	SUV	CHEVY TAHOE	\$65K	Down for engine replacement	FY23/24
502	2017	SUV	CHEVY TAHOE	\$65K		2025
503	2017	SUV/SGT	CHEVY TAHOE	\$65K		2026
504	2014	SUV	FORD EXPLORER	\$65K		FY22/23
505	2019	SUV	CHEVY TAHOE	\$65K		2028
506	2017	SUV/K9	CHEVY TAHOE	\$65K		2026
507	2017	SUV	CHEVY TAHOE	\$65K		2027
508	2015	SUV/K9	CHEVY TAHOE	\$65K	Standby/K9	2025
509	2017	SUV	CHEVY TAHOE	\$65K		2027
510	2017	SUV/SGT	CHEVY TAHOE	\$65K		FY23/24
511	2020	SUV/4x4	CHEVY TAHOE	\$65K		2029
OLD5	2010	SD	FORD C/V	\$65K	Standby	FY22/23
CSO	2022	PU	FORD F150	\$65k		2032
TRIP	2008	SD	FORD C/V	\$45K		N/A
VIPSPU	2002	PU	GMC SIERRA	\$10K		N/A
VIPS-2	2008	SD	FORD C/V	\$10K	Odometer Broken	N/A
VIPS-3	2008	SD	FORD C/V	\$10K		N/A
VIPSGC		GOLFCART	CLUB CAR	\$5K		N/A
TRAILER						
DUI-TR	2008	VAN TRL	CARSON	\$15K		N/A
RDR-TR	2016	RADAR	SAM	\$10K		N/A

Orland Public Works Capital Equipment Schedule FY23/24

Scheduled, funded, and unfunded with allocations

Item description	#	W / S / St / A / M.D.	new / replacement	Age	Water	Sewer	Streets	GenFund	Meas-A	M. D.	Total
FUNDED											
F150 pickup	60	W/S/ST	rep	22yrs	\$ 21,000	\$ 21,000	\$ 10,000				\$ 52,000
F150 pickup	61	W/S/ST	rep	19	\$ 21,000	\$ 21,000	\$ 10,000				\$ 52,000
Non CDL Vaccon	69	W/S/ST	rep	16	\$ 250,000	\$ 300,000	\$ 100,000				\$ 650,000
Building Inspector vehicle	9	GF	rep	16 yrs				\$ 50,000			\$ 50,000
Walk behind trencher		W/S/GF	new		\$ 4,000	\$ 4,000		\$ 4,000			\$ 12,000
FUNDED Subtotal					\$ 296,000	\$ 346,000	\$120,000	\$54,000	\$0	\$0	\$ 816,000
UNFUNDED as of July 1											
F150 service pickup	59	W/S/ST	rep	20 yrs	\$ 26,000	\$ 26,000	\$ 12,000				\$ 64,000
F150 service pickup	62	W/S/ST	rep	20 yrs	\$ 20,000	\$ 20,000	\$ 10,000				\$ 50,000
F600 bucket truck	49	W/S/ST	rep	9			\$ 60,000	\$ 80,000	\$ 60,000		\$ 200,000
F150 pickup	65	W/S/ST	rep	22yrs	\$ 21,000	\$ 21,000	\$ 10,000				\$ 52,000
F350 service truck	63	W/S/ST	rep	31 yrs	\$ 30,000	\$ 30,000	\$ 19,000				\$ 79,000
UNFUNDED Subtotal					\$ 97,000	\$97,000	\$111,000	\$80,000	\$60,000	\$0	\$ 445,000
SCHEDULED Total											\$ 1,261,000

W - Water Fund; S = Sewer Fund; St = Street Funds; GF = GenFund; A = Measure A Public Safety; M.D. = maintenance assessment districts

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Attachment D **Summary of Recent and Current Orland Grant Activity**
as of April 2023

Grant Source	Purpose	Who wrote the application	Result	Award amount
Fire Department:				
CalOTS	Extraction Equipment	J.McDermott	Awarded	\$85,000
CalFIRE Fuels Reduction	Reduce fire hazards around Stony Creek	J.McDermott	Awarded value of bulldozer, trailer and truck to tow it	\$500,000
USDA Rural Assistance	Fire Apparatus	J.McDermott after 3CORE failed	Awarded 2/3 cost offset	\$273,000
American Firefighters Grant (AFG)	SCBA Equipment	GCSO	Awarded, shared w/ others	\$246,000
Barceloux-Tibessart Foundation	AED Equipment	J.McDermott	Awarded	\$6,000
CalFIRE VFA	Firefighter safety protective equipment	J.McDermott	Awarded every year for past 5 years with 1:1 match	\$20,000
Police Department:				
California Department of Justice	School Resources Officer	Glenn County Office of Education	Awarded	\$373,800
Public Works Department:				
DWR Small Community Drought Relief	Connecting domestic wells to municipal water	P.Carr	Awarded cost reimbursement for new well, storage tank and connections	\$16,300,000
Caltrans Ped Safety	Countdown timers for ped crossings on Walker	J.Wackerman	Awarded	\$40,000
CA Waterboards	Drilling for up to two new well sites	R.Pendergrass	Awarded	\$500,000
USDOT RAISE	Streetscapes planning	R.Pendergrass	Pending	
USDOT SS4A	Street safety improvement	P.Carr/R.Pendergrass	Declined	
State Water Resource Control Board (SWRCB)	Domestic Well and Ground Storage Tank	J. Wackerman	Declined	

State Water Resource Control Board (SWRCB)	Suisun Well Ground Tank	J. Wackerman	Declined	
US Bureau of Reclamation, Water SMART Grant Program	Installation of water meters at all City Parks	J. Wackerman	Awarded, 50% match required	\$75,000
CA SRF (Revolving Fund)	New well -- Eva Drive	J.Wackerman	Awarded zero Interest 40-yr loan	\$1,000,000
USDA Rural Assistance	Sewer main replacement Co Rd MM	J.Wackerman	Awarded	\$600,000
Library:				
CA State Library	Zip Books	J.Meza	Awarded and re-awarded annually	\$7,000-\$11,000
CA State Library & CA State Parks	Parks Pass	J.Meza	Awarded	3,500
CA State Library	Ag Science materials grant - included microscope for HDC	J.Meza	Awarded	\$15,000
CA State Library	Building Forward- HVAC, Roof, Generator	J. Meza	Awarded	\$278,677
First 5 California	Early Learning Materials for all 5 GC libraries	J. Meza	Awarded and re-awarded annually	\$3,000-\$10,000
CA State Library	Chromebooks & Wifi hotspots	J. Meza	Awarded	\$7,000
Dollar General Literacy Foundation	Books & Literacy Materials	J. Meza & H. Purchase	Declined annually	\$5,000
CA State Library	Digital Filming Equipment (drone, cameras, etc)	J. Meza	Awarded	\$8,500
CA State Library	Lunch with the Library in partnership with OUSD	H. Purchase	Awarded and re-awarded annually	\$1,000-\$5,000
California Air Pollution Control	Clean Air Units and Filters for Orland & Willows Libs	County	Awarded	\$12,000
CA State Library	Learning Centers (library expansion study room)	J. Meza	Declined	\$75,000
CA State Library	Mental Health Education & Crisis Materials	J. Meza	Awarded-- two years in a row \$5,000	\$10,000
CA State Library	Literacy Kits	H. Purchase	Awarded	\$12,000
California Department of Housing & Community Development (CDBG)	Library Expansion	J. Wackerman	Awarded from CDBG Program Income Funds	\$40,950

Parks & Recreation:				
CA Parks Prop 68	Parks improvements -- recreation trail phase 2	R.Pendergrass	Awarded based on per capita pop	\$200,000
CA Parks Prop 68	Pollinator Park	R, Pendergrass / C. Burreson	Declined	
CA Parks Prop 68	Pool heater, playgrounds	S.Kochems	Declined	
CA Parks Prop 68	Parks improvements -- recreation trail phase 1	J.Wackerman	Awarded -- competitive	\$200,000
Rotary International	Rec trail fitness equipment	Orland Rotary - Ben Pforsich	Awarded	\$15,000
CA Department of Parks & Recreation	Newport Park	J. Wackerman	Declined	
CA Department of Parks & Recreation	Rec Center Addition, Rennovate Lely storm retention pond for additional ball fields, Rec Trail	J. Wackerman	Declined	
General:				
Project Homekey	Housing for at-risk populations	Thurmond Consulting on behalf of the County	Awarded	\$8,700,000
USDA Rural Development	I-5 Corridor Econ Dev Feasibility Study	3CORE	Awarded -- shared with Willows, Corning, \$5K match each	\$60,000
CA Waste Tire Recycling	Waste tire events	County as partner	Awarded	
CA Recycling Programs	Use of recycled plastics, education	County as partner	Awarded	
CA Go-Biz	Opportunity Zone Presentation	3CORE	Awarded -- in partnership with Corning	\$100,000
CDBG, Local Early Action Planning (LEAP) Program	Planning Documents (Regional Housing Needs)	S. Friend	Awarded	\$65,000

* This list does not include projects funded by CalTrans through the Glenn County Transportation Commission such as M 1/2, Tehama Street and re-paving of Sixth Street