



ORLAND CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 01, 2024 at 6:30 PM

Glenn Success Square Conference Center, 131 E Walker Street

P: (530) 865-1600 | www.cityoforland.com

City Council: Chris Dobbs, Mayor | Mathew Romano, Vice-Mayor

Bruce T. Roundy | Jeffrey A. Tolley | John McDermott

City Manager: Peter R. Carr **City Clerk:** Jennifer Schmitke

Virtual Meeting Information:

<https://us02web.zoom.us/j/84836948131>

Webinar ID: 848 3694 8131 | Zoom Telephone: 1 (669) 900-9128

Public comments are welcomed and encouraged in advance of the meeting by emailing the City Clerk at jtschmitke@cityoforland.com or by phone at (530) 865-1610 by 4:00 p.m. on the day of the meeting

1. **CALL TO ORDER - 6:30 PM**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption. In order to respect all speakers and attendees, please refrain from outbursts like clapping or booing.

4. **CONSENT CALENDAR**

- A.** Warrant List (Payable Obligations) (Pg.3)
- B.** Approve City Council Minutes from September 17, 2024 (Pg.13)
- C.** Receive and File Planning Commission Minutes from August 15, 2024 (Pg.21)
- D.** Receive and File Arts Commission Minutes from August 21, 2024 (Pg.24)
- E.** Quarterly Report - Major Projects FY25 (Pg.25)
- F.** Treasurer's Report (Pg.26)

5. **TOWN HALL FORUM: Measure J - Local Tax Measure**

- A.** Measure J Flyer (Pg.28)
- B.** Argument in Favor of Measure J (Pg.30)
- C.** Impartial Analysis for Measure J (Pg.31)

6. ADMINISTRATIVE BUSINESS

- A.** Proposed Agreement between City of Orland and OHB Hive - (Action) (20min) (Pg.32)
- B.** Lift Station Standardization (Discussion/Action) - Zach Barber, Public Works Supervisor (15 min) (Pg.33)
- C.** Replacement Capital Expense: Vac-con Equipment (Discussion/Action) - Zach Barber, Public Works Supervisor (15 min) (Pg.45)
- D.** Wastewater Treatment Plant Dredging Project (Discussion/Action) - Paul Rabo, City Engineer and Public Works Director Zach Barber (15 min) (Pg.53)

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. The 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 all your comments to the Mayor or Vice Mayor, not to City Staff nor to the audience.(Public Comments 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 September 27, 2024.

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 video 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 530-865-1610 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.



CITY COUNCIL

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

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632

CITY OFFICIALS

Jennifer Schmitke
City Clerk

Leticia Espinosa
City Treasurer

CITY MANAGER

Peter R. Carr

WARRANT LIST

October 1, 2024

PERS 8/22/24 - 9/4/2024 # 18	9/26/2024	\$	29,368.90
Payroll Compensation # 19	9/19/2024	\$	145,662.44
Payroll Taxes # 19	9/20/2024	\$	39,866.24
Other Payroll Deductions #19	9/19/2024	\$	1,831.19
Payables Obligations	9/23/2024	\$	72,011.04
Payables Obligations	9/27/2024	\$	149,692.59
		\$	<u>438,432.40</u>

APPROVED BY

Mayor, Chris Dobbs

Vice-Mayor, Mathew Romano

Councilmember, Jeffrey A. Tolley

Councilmember, John McDermott

Councilmember, Bruce T. Roundy



City of Orland, CA

Payroll Check Register

Employee Pay Summary

Pay Period: 9/5/2024-9/18/2024

Packet: PYPKT00222 - 09/05/24-09/18/24 #19
 Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Alva, Micaela	<u>ALV01</u>	09/20/2024	61	2,417.85			
Andrade, Edgar	<u>AND00</u>	09/20/2024	62	4,092.20			
Aparicio, Lilia Mejia	<u>MEJ00</u>	09/20/2024	88	3,128.88			
Barber, Zachary	<u>BAR02</u>	09/20/2024	63	3,658.48			
BLAKE, CHRISTINA	<u>BLA00</u>	09/20/2024	64	141.44			
BOWERS, LINDA	<u>BOW00</u>	09/20/2024	65	441.36			
Carr, Peter R	<u>CAR03</u>	09/20/2024	66	6,653.85			
Cessna, Kyle A	<u>CES00</u>	09/20/2024	67	4,725.92			
Chaney, Justin	<u>CHA01</u>	09/20/2024	68	4,873.08			
CLOYD, GRACIE	<u>CLO02</u>	09/20/2024	69	35.00			
Cortes, Jovany	<u>COR00</u>	09/20/2024	70	1,886.98			
Crandall, Jeremy	<u>CRA00</u>	09/20/2024	71	2,484.22			
EHORN, CAITLIN A	<u>EHO00</u>	09/20/2024	72	728.00			
Espinosa, Leticia	<u>ESP00</u>	09/20/2024	73	2,464.62			
ESQUIVEL, ITZEL	<u>ESQ01</u>	09/20/2024	74	102.00			
Flores, Jose D	<u>FLO00</u>	09/20/2024	75	3,950.40			
GALVAN, ROSAURA	<u>GAL00</u>	09/20/2024	76	565.76			
GAMBOA, YADIRA	<u>GAM00</u>	09/20/2024	77	378.40			
Gonzalez, Giovanni	<u>GON00</u>	09/20/2024	78	1,369.55			
GREELEY, MASON ALEXIS	<u>GRE00</u>	09/20/2024	79	153.00			
Guerrero, Jorge	<u>GUE02</u>	09/20/2024	81	2,615.53			
Guerrero Simpson, Deysy D	<u>GUE01</u>	09/20/2024	80	2,808.00			
Henderson, Olivia	<u>HEN00</u>	09/20/2024	82	2,513.17			
Johnson, Sean Karl	<u>JOH01</u>	09/20/2024	83	7,232.61			
Lazzretto, Lauren Elizabeth	<u>LAZ00</u>	09/20/2024	14783	204.00			
Lopez, Esau	<u>LOP01</u>	09/20/2024	84	2,119.31			
Lopez, Joel	<u>LOP02</u>	09/20/2024	85	1,886.98			
Lowery, Katherine	<u>LOW00</u>	09/20/2024	86	4,083.35			
Martindale, Ryan Eugene	<u>MAR02</u>	09/20/2024	87	4,509.45			
Meza, Jody L	<u>MEZ00</u>	09/20/2024	89	4,441.46			
Mills, Daryl A	<u>MIL00</u>	09/20/2024	90	221.60			
Mondragon, Meagan N	<u>MON03</u>	09/20/2024	91	1,810.71			
MORECI, RORY	<u>MOR03</u>	09/20/2024	92	136.00			
MYERS, KEVIN	<u>MYE00</u>	09/20/2024	93	712.12			
OLIVER, LINDA	<u>OLI00</u>	09/20/2024	94	294.24			
PANIAGUA, BLANCA A	<u>PAN00</u>	09/20/2024	95	1,022.66			
Perez, Arnulfo Zintzun	<u>ZIN00</u>	09/20/2024	119	1,797.12			
Perez, Margarita T	<u>PER00</u>	09/20/2024	97	2,219.16			
Pinedo, Edgar Esteban	<u>PIN00</u>	09/20/2024	98	3,949.35			
Porras, Estel	<u>POR00</u>	09/20/2024	99	2,071.22			
Rice, Gerald W	<u>RIC01</u>	09/20/2024	100	2,290.98			
Rivera, Israel	<u>RIV00</u>	09/20/2024	101	2,293.44			
Rodrigues, Anthony	<u>ROD00</u>	09/20/2024	102	2,610.64			
Roenspie, Thomas Luke	<u>ROE00</u>	09/20/2024	103	5,258.71			
Romero, Arnulfo	<u>ROM00</u>	09/20/2024	104	3,271.38			
Sanchez, Daniel Angel	<u>SAN03</u>	09/20/2024	106	2,997.15			
Sandoval, Lucila	<u>SAN02</u>	09/20/2024	105	2,178.18			
Schmitke, Jennifer	<u>SCH03</u>	09/20/2024	107	2,440.25			
Shannon, Kyle Anthony	<u>SHA02</u>	09/20/2024	108	2,106.37			
Stewart, Roy E	<u>STE01</u>	09/20/2024	109	3,226.29			
Suarez, Bryan E	<u>SUA02</u>	09/20/2024	110	2,070.24			

Packet: PYPKT00222 - 09/05/24-09/18/24 #19

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
Suarez, Armando Rueda	<u>SUA03</u>	09/20/2024	14784	2,150.20			
Sutton, Brandon Kijana	<u>SUT00</u>	09/20/2024	111	3,439.41			
Swinhart, Robert	<u>SWI00</u>	09/20/2024	112	2,131.14			
THOMPSON, JAYDEN	<u>THO02</u>	09/20/2024	113	214.50			
Valenzuela, Brenda	<u>VAL00</u>	09/20/2024	114	333.37			
Vargas, Alberto	<u>VAR02</u>	09/20/2024	115	3,415.54			
Vargas, Giovanni	<u>VAR01</u>	09/20/2024	14785	468.52			
Vlach, Raymond Joseph	<u>VLA00</u>	09/20/2024	116	5,301.08			
VLACH, ZOE	<u>VLA02</u>	09/20/2024	117	72.00			
Webster, Rebecca A	<u>PEN01</u>	09/20/2024	96	4,506.04			
Webster, Zachary	<u>WEB00</u>	09/20/2024	118	1,987.98			
Totals:				145,662.44			



City of Orland, CA

Tax History Report

4. A.

Report Summary By Tax Code

9/20/2024 - 9/20/2024

Tax Code	Subject To Amount	Calculated Employee Amt	Calculated Employer Amt	EE Adjustment Amount	ER Adjustment Amount	Supplemental Subject To	Supplemental Amount (EE)	Total Employee Amount	Total Employer Amount
Federal W/H - Federal Income Tax Withholding	124,437.70	11,899.61	0.00	0.00	0.00	0.00	0.00	11,899.61	0.00
MC - Medicare	142,668.58	2,068.72	2,068.72	0.00	0.00	0.00	0.00	2,068.72	2,068.72
SDI - State Disability Insurance	142,668.58	1,569.34	0.00	0.00	0.00	0.00	0.00	1,569.34	0.00
SS - Social Security	142,668.58	8,845.43	8,845.43	0.00	0.00	0.00	0.00	8,845.43	8,845.43
State W/H - State Income Tax Withholding	121,759.80	4,568.99	0.00	0.00	0.00	0.00	0.00	4,568.99	0.00
		28,952.09	10,914.15	0.00	0.00		0.00	28,952.09	10,914.15

Check Register

Packet: APPKT00035 - 09/05/24-09/18/24 #19



City of Orland, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking-Accounts Payable Checking						
OPO00	OPOA Treasurer	09/19/2024	Regular	0.00	726.00	59872
STA00	State Disbursement Unit	09/19/2024	Regular	0.00	708.92	59873
UPE00	UPEC, Local 792	09/19/2024	Regular	0.00	396.27	59874

Bank Code AP Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	3	0.00	1,831.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	4	3	0.00	1,831.19



City of Orland, CA

Payable Register 4. A.
Payable Detail by Vendor Name
 Packet: APPKT00039 - 009/23/2024 Handchecks

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: G0101 - Golden State Risk										Vendor Total: 71,408.80
September 2024	Invoice	9/23/2024	9/23/2024	9/23/2024	9/23/2024	71,408.80	0.00	0.00	0.00	71,408.80
Dental/Vision & Health Insurance	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Dental/Vision & Health Insurance Distributions	NA	0.00	0.00	71,408.80	0.00	0.00	0.00	71,408.80		
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2176	DENTAL INSURANCE PAYABLE		71,408.80	100.00%						

Vendor: JOH02 - Sean Johnson										Vendor Total: 602.24
8/28/2024	Invoice	9/23/2024	9/23/2024	9/23/2024	9/23/2024	602.24	0.00	0.00	0.00	602.24
Medical GAP Reimbursement	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Medical GAP Reimbursement Distributions	NA	0.00	0.00	602.24	0.00	0.00	0.00	602.24		
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2176	DENTAL INSURANCE PAYABLE		602.24	100.00%						

Payable Register

Packet: APPKT00039 - 009/23/2024 Handchecks

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	72,011.04	0.00	0.00	0.00	72,011.04	0.00	72,011.04
Grand Total:		72,011.04	0.00	0.00	0.00	72,011.04	0.00	72,011.04

Payable Register

Packet: APPKT00039 - 009/23/2024 Handchecks

Account Summary

Account	Name	Amount
000-2176	DENTAL INSURANCE PAYABLE	72,011.04
Total:		72,011.04



City of Orland, CA

4. A.

Open Payable Report

As Of 09/27/2024

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
Payable Account: 999-2099 - Accounts Payable (Pooled Cash)							
Vendor: ATT05 22266847	A T & T FD/Measure A-Phone Lines	09/26/2024	155.02	0.00	0.00	0.00	155.02
Payable Count: (1)							155.02
Vendor: ATT06 22266818 22275435 22275442 9391056616	A T & T PW/HL Lift Station - 470 PW/WH Lift Station - 843 PW/Airport Liftstation - 906 Multi-Depts/Phones 8/13/24 - 9/12/24	09/26/2024 09/26/2024 09/26/2024 09/26/2024	61.84 30.42 30.42 962.17	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	61.84 30.42 30.42 962.17
Payable Count: (4)							1,084.85
Vendor: ATT07 09072024 09242024	A T & T PW/Shop AC/Phone Line & Internet	09/26/2024 09/26/2024	31.22 95.64	0.00 0.00	0.00 0.00	0.00 0.00	31.22 95.64
Payable Count: (2)							126.86
Vendor: AIR01 9153293410	Airgas-Usa, Llc FD/Measure A-Medical Oxygen	09/26/2024	317.85	0.00	0.00	0.00	317.85
Payable Count: (1)							317.85
Vendor: VAR01 Oct2024	Alberto Vargas PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Payable Count: (1)							100.00
Vendor: ATT10 09022024 287303151075X0910	At&T Mobility (First Net) FD/Measure A- Phones For Chiefs- 2 ipads PW/Cell Phone Usage September	09/26/2024 09/26/2024	185.90 194.20	0.00 0.00	0.00 0.00	0.00 0.00	185.90 194.20
Payable Count: (2)							380.10
Vendor: BRA06 September2024	Brainfuse, LLC 2012993	09/26/2024	3,250.00	0.00	0.00	0.00	3,250.00
Payable Count: (1)							3,250.00
Vendor: ROU00 September2024	Bruce T. Roundy Councilmember Stipend - September 2024	09/26/2024	300.00	0.00	0.00	0.00	300.00
Payable Count: (1)							300.00
Vendor: BSN04 926779406	Bsn Sports REC/Soccer Balls, Mesh Ball Net & Dura Stripe	09/26/2024	1,933.64	0.00	0.00	0.00	1,933.64
Payable Count: (1)							1,933.64
Vendor: CAL21 29698	Ca Debt & Investment Advi Reporting Fee Pension Obligation Bond Sep. 2021	09/26/2024	1,015.00	0.00	0.00	0.00	1,015.00
Payable Count: (1)							1,015.00
Vendor: CED00 1053-1068582, 1053-	Ced Consolidated Electric ARPA/Sternberg Lighting Qty 28	09/26/2024	62,029.63	0.00	0.00	0.00	62,029.63
Payable Count: (1)							62,029.63
Vendor: DOB01 September2024	Chris Dobbs Councilmember Stipend - September 2024	09/26/2024	300.00	0.00	0.00	0.00	300.00
Payable Count: (1)							300.00
Vendor: COR04 000C409151	Corbin Willits Systems Multi-Depts/Monthly Software Support	09/26/2024	603.90	0.00	0.00	0.00	603.90
Payable Count: (1)							603.90
Vendor: SAN11 Oct2024	Daniel Sanchez PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Payable Count: (1)							100.00
Vendor: PHO00 0004434	Darcy Phouamkha REC/Refund For Fall Soccer	09/26/2024	70.00	0.00	0.00	0.00	70.00
Payable Count: (1)							70.00
Vendor: DEM00 7533449	Demco LIB/Book Processing Supplies	09/26/2024	1,800.23	0.00	0.00	0.00	1,800.23
Payable Count: (1)							1,800.23
Vendor: ECO01 104592	Ecorp Consulting, Inc Planning/Professional Service Aug 1-31, 2024	09/26/2024	1,102.50	0.00	0.00	0.00	1,102.50
Payable Count: (1)							1,102.50
Vendor: AND06 Oct2024	Edgar Andrade PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Payable Count: (2)							145.00

Open Payable Report

As Of 09/27/2024

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
October 2024	PD/Gym Reimbursement October 2024	09/26/2024	45.00	0.00	0.00	0.00	45.00
Vendor: PIN01	Edgar Pinedo					Payable Count: (2)	115.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
October 2024	PD/Gym Reimbursement October 2024	09/26/2024	15.00	0.00	0.00	0.00	15.00
Vendor: ENL00	Enloe Medical Center					Payable Count: (1)	805.00
4082	PD/Pre-Employment Physical	09/26/2024	805.00	0.00	0.00	0.00	805.00
Vendor: GRO00	Ferguson Enterprises Inc					Payable Count: (1)	658.75
1871439 & 1870435	PW/Water Supplies	09/26/2024	658.75	0.00	0.00	0.00	658.75
Vendor: FRA00	Francotyp-Postalia, Inc.					Payable Count: (1)	160.70
RI106372166	Multi-Depts/Postage Meter Rental 2024	09/26/2024	160.70	0.00	0.00	0.00	160.70
Vendor: NOR37	Frederick A. Ludwig					Payable Count: (1)	4,210.93
196727	REC/Fall Soccer Shirts	09/26/2024	4,210.93	0.00	0.00	0.00	4,210.93
Vendor: GLO00	Glock Professional Inc.					Payable Count: (1)	307.09
SI-0898601	PD/Firearm Accessories	09/26/2024	307.09	0.00	0.00	0.00	307.09
Vendor: GRA02	Grainger, Inc.					Payable Count: (1)	1,650.28
84633, 42610, 53879,	PW/Shop/Park Supplies	09/26/2024	1,650.28	0.00	0.00	0.00	1,650.28
Vendor: IMP00	Imperial County of Education					Payable Count: (1)	2,817.39
INV25-00080	LIB/Broadband Internet Apr-Jun 2024	09/26/2024	2,817.39	0.00	0.00	0.00	2,817.39
Vendor: RIV02	Israel Rivera					Payable Count: (2)	127.50
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
October 2024	PD/Gym Reimbursement October 2024	09/26/2024	27.50	0.00	0.00	0.00	27.50
Vendor: TOL04	Jeffrey Tolley					Payable Count: (1)	300.00
September2024	Councilmember Stipend - September 2024	09/26/2024	300.00	0.00	0.00	0.00	300.00
Vendor: MCD01	John Mcdermott					Payable Count: (1)	300.00
September2024	Councilmember Stipend - September 2024	09/26/2024	300.00	0.00	0.00	0.00	300.00
Vendor: JOH15	Johnson Controls Fire Pro					Payable Count: (2)	3,431.37
52261772, 52261773,	PD/CH/LIB/Fire Extinguisher Services	09/26/2024	1,859.58	0.00	0.00	0.00	1,859.58
52271534	PW/Extinguisher Replacement	09/26/2024	1,571.79	0.00	0.00	0.00	1,571.79
Vendor: FLO03	Jose Flores					Payable Count: (1)	100.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Vendor: FLO04	Jose Flores					Payable Count: (1)	40.00
09262024	PD/Reimbursement Candy for Career Day at OHS	09/26/2024	40.00	0.00	0.00	0.00	40.00
Vendor: CLE05	Judy Clever					Payable Count: (1)	200.00
October 2024	AC/Cleaning & Maintenance of Gallery	09/26/2024	200.00	0.00	0.00	0.00	200.00
Vendor: CHA01	Justin Chaney					Payable Count: (1)	100.00
Oct2024	FD/Measure A-Uniform October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Vendor: LOW00	Katherine Lowery					Payable Count: (2)	124.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
October 2024	PD/Gym Reimbursement October 2024	09/26/2024	24.00	0.00	0.00	0.00	24.00
Vendor: KEV00	Kevin Tupes					Payable Count: (1)	3,696.99
09162024	PW/Well & SCADA Maintenance	09/26/2024	3,696.99	0.00	0.00	0.00	3,696.99
Vendor: CES00	Kyle Cessna					Payable Count: (1)	100.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Vendor: ESPO3	Letty Espinosa					Payable Count: (1)	642.83
09172024	Reimbursement Medical	09/26/2024	642.83	0.00	0.00	0.00	642.83
Vendor: HAL03	Lewis R. Hall					Payable Count: (1)	3,000.00

Open Payable Report

As Of 09/27/2024

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
10/24	Plant Operator Consultant Service 9/7/24 - 10/7/24	09/26/2024	3,000.00	0.00	0.00	0.00	3,000.00
Vendor: LIF00	Life Assist Inc.					Payable Count: (1)	122.57
1508481	FD/Measure A- Vent Chest Seals	09/26/2024	122.57	0.00	0.00	0.00	122.57
Vendor: SAN12	Lucila Sandoval					Payable Count: (1)	45.00
October 2024	PD/Gym Reimbursement October 2024	09/26/2024	45.00	0.00	0.00	0.00	45.00
Vendor: MAR17	Martindale, Ryan					Payable Count: (1)	100.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Vendor: ROM06	Mathew Romano					Payable Count: (1)	300.00
September2024	Councilmember Stipend - September 2024	09/26/2024	300.00	0.00	0.00	0.00	300.00
Vendor: LEA05	Mayra Leal					Payable Count: (1)	76.00
0004350	REC/Refund For Pro-Rated Private Swim Lessons	09/26/2024	76.00	0.00	0.00	0.00	76.00
Vendor: MID07	Midwest Tape					Payable Count: (1)	203.59
506000507	LIB/DVD's	09/26/2024	203.59	0.00	0.00	0.00	203.59
Vendor: MOT00	Motorola Solutions Inc.					Payable Count: (1)	17,878.28
1187130457	PD/Measure A-New Vehicle Cameras	09/26/2024	17,878.28	0.00	0.00	0.00	17,878.28
Vendor: NOR06	Nor-Mac Inc.					Payable Count: (1)	171.88
17612248-001	PW/Park Supplies	09/26/2024	171.88	0.00	0.00	0.00	171.88
Vendor: NOR29	North Valley Industries I					Payable Count: (1)	188.56
4292	REC/1 Unit Adult Soccer N. Valley Field Aug. 2024	09/26/2024	188.56	0.00	0.00	0.00	188.56
Vendor: OAC00	Orland Area Chamber Of Co					Payable Count: (1)	8,125.00
JUL-SEP2024	Quarterly Support July, August, September 2024	09/26/2024	8,125.00	0.00	0.00	0.00	8,125.00
Vendor: ORL12	Orland-Laurel Masonic Hal					Payable Count: (1)	400.00
Oct2024	AC/Rent October 2024	09/26/2024	400.00	0.00	0.00	0.00	400.00
Vendor: PAC07	Pace Analytical Services,					Payable Count: (1)	2,513.24
242807210, 24280732	PW/Lab Services	09/26/2024	2,513.24	0.00	0.00	0.00	2,513.24
Vendor: PAP01	Pape Machinery Inc.					Payable Count: (1)	1,173.57
784270	PW/Fleet Equipment Maintenance	09/26/2024	1,173.57	0.00	0.00	0.00	1,173.57
Vendor: PGE00	Pg&E					Payable Count: (5)	186.12
09162024	FD/Measure A-Mill Street 0.04	09/26/2024	10.52	0.00	0.00	0.00	10.52
09172024	PW/Traffic Control	09/26/2024	119.36	0.00	0.00	0.00	119.36
09192024	Cor Ellis St. & Jackson St. 8/20/24 - 9/18/24	09/26/2024	9.85	0.00	0.00	0.00	9.85
Sep192024	PW/Cortina Dr Lift Station	09/26/2024	39.08	0.00	0.00	0.00	39.08
September2024	Spence Park Standby Power	09/26/2024	7.31	0.00	0.00	0.00	7.31
Vendor: POS00	Postmaster					Payable Count: (1)	350.00
09262024	Post Master - First Class Permit #20 Annual Fee	09/26/2024	350.00	0.00	0.00	0.00	350.00
Vendor: QUI02	Quill Corp.					Payable Count: (2)	538.34
40524739	PD/Misc. Office Supplies	09/26/2024	318.53	0.00	0.00	0.00	318.53
40574761, 40453930	Multi-Depts/Office Supplies	09/26/2024	219.81	0.00	0.00	0.00	219.81
Vendor: TUR01	Rae Turnbull					Payable Count: (1)	52.00
October 2024	AC/Website Newsletter	09/26/2024	52.00	0.00	0.00	0.00	52.00
Vendor: VLA00	Raymond J. Vlach					Payable Count: (1)	100.00
Oct2024	PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	100.00
Vendor: BID02	Remy Bidstrup					Payable Count: (1)	275.00
October 2024	AC/Social Media Marketing October 2024	09/26/2024	275.00	0.00	0.00	0.00	275.00
Vendor: SAC01	Sacramento Valley Mirror					Payable Count: (1)	165.60
2399	Legal Notice - PC Message Ordinance	09/26/2024	165.60	0.00	0.00	0.00	165.60

Open Payable Report

As Of 09/27/2024

Payable Number	Description	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount	
Vendor: SAN00 662828	San Diego Police Equip PD/Measure A-Vest Accessories for New Officer	09/26/2024	322.18	0.00	0.00	0.00	Payable Count: (1) 322.18	
Vendor: ARB00 09242024	Scott Arbuckle PW/Refund For Water Connection	09/26/2024	7,954.19	0.00	0.00	0.00	Payable Count: (1) 7,954.19	
Vendor: JOH02 Oct2024	Sean Johnson PD/Uniforms October 2024	09/26/2024	100.00	0.00	0.00	0.00	Payable Count: (1) 100.00	
Vendor: SUN02 149338	Sunrise Environmental PW/Sewer Supplies	09/26/2024	2,954.52	0.00	0.00	0.00	Payable Count: (1) 2,954.52	
Vendor: SUT02 Oct2024 October 2024	Sutton, Brandon PD/Uniforms October 2024 PD/Gym Reimbursement October 2024	09/26/2024 09/26/2024	100.00 24.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 124.00 24.00	
Vendor: ROE02 09262024 Oct2024	Thomas Roenspie PD/PER DIEM Leadership Course Oct. 10-11,2024 PD/Uniforms October 2024	09/26/2024 09/26/2024	50.00 100.00	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 150.00 50.00	
Vendor: TYL00 025-478621	Tyler Technologies, INC. CH/Financial Software Setup	09/26/2024	4,930.00	0.00	0.00	0.00	Payable Count: (1) 4,930.00	
Vendor: ULI00 182719431	Uline PW/Shop Supplies	09/26/2024	174.33	0.00	0.00	0.00	Payable Count: (1) 174.33	
Vendor: VAL02 87169	Valley Rock Products ARPA/9 - Streetscapes	09/26/2024	233.18	0.00	0.00	0.00	Payable Count: (1) 233.18	
Vendor: VER03 46320 9974046229	Verizon Wireless FD/Measure A-response Service For City Engine REC/Communication Aug 17- Sep. 16, 2024	09/26/2024 09/26/2024	164.04 79.57	0.00 0.00	0.00 0.00	0.00 0.00	Payable Count: (2) 243.61 79.57	
Vendor: WEL02 5031341043	Wells Fargo Vendor Fin Se BD-Plan/Copier Lease 9/27/24 - 10/26/24	09/26/2024	203.59	0.00	0.00	0.00	Payable Count: (1) 203.59	
Vendor: WES04 61984	Western Ready Mix ARPA/9- Streetscapes	09/26/2024	900.25	0.00	0.00	0.00	Payable Count: (1) 900.25	
Vendor: WEB02 09202024	Zachary Webster FD/Measure A-Uber Rides, Parking, Hotel	09/26/2024	735.58	0.00	0.00	0.00	Payable Count: (1) 735.58	
Payable Account 999-2099							Payable Count: (90)	Total: 149,692.59



ORLAND CITY COUNCIL REGULAR MEETING Tuesday, September 17, 2024

CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Councilmembers Bruce T. Roundy, John McDermott, Jeffrey Tolley, Vice Mayor Matt Romano and Mayor Chris Dobbs
Councilmembers absent:	None
Staff present:	City Manager Pete Carr; Director of Administrative Services Rebecca Webster; City Attorney Greg Einhorn; Police Chief Joe Vlach; City Clerk Jennifer Schmitke

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS ON CLOSED SESSION

County resident Valerie Johnson expressed frustration with the City Manager managing the City's Facebook page, highlighting a lack of response to a July post about a Councilmember.

Orland resident Julie Henderson shared her concerns on the same July Facebook post.

Orland resident Sharon Lazorko voiced her support for Pete Carr, praising his contributions to the community.

Orland resident Jan Walker, a former business owner, emphasized the importance of supporting local businesses, reflected on her past experiences with a former City Manager and shared her concerns about the Hive tents being taken down.

Orland resident Billy Irvin, a former City Council member, spoke about his time working on code enforcements with City Staff and suggested that an independent party should manage the City's social media, underscoring that the City is bigger than any one individual.

Orland resident Donna Grundy raised concerns about potential retaliation against the Hive.

Orland resident Terrie Barr expressed concerns about her businesses being treated unfairly and shared her experiences working with Pete Carr and City staff.

Orland resident Tammie Olivarez stated frustrations about having to dismantle a tent at the Hive, expressing concern for her employees and customers.

Orland resident Byron Denton voiced his support for Pete Carr’s contributions to the city.

County resident MARRISA HOKE raised concerns about the City’s water prices for County residents.

Mayor Dobbs concluded the comments on the closed session item, noting they would resume after the regular open session. He then officially began the regularly scheduled meeting at 6:30.

CONSENT CALENDAR

- A. Warrant List (Payable Obligations)
- B. Approve City Council Minutes from September 3, 2024
- C. Receive and File Economic Development Commission Minutes from August 13, 2024
- D. Receive and File Library Commission Minutes from May 13, 2024
- E. Resolution to Update Contract Execution Authority -- IRWM Water Project

ACTION: Councilmember McDermott moved, seconded by Councilmember Tolley, to approve the consent calendar as presented. Motion carried by a voice vote 5-0.

PRESENTATIONS - Update of Operations: Westside Ambulance

Scott Studybaker, a board member of Westside Ambulance, provided an update on the co-funded 12-hour ambulance project between the City and County. He shared that once the ambulance arrives, it will be fully equipped and ready for immediate deployment. Westside Ambulance has already hired EMTs and paramedics in preparation for the new service. Mr. Studybaker also submitted a proposal to the Council outlining the anticipated costs of the existing ambulance service. Westside staff member Paul Kiawah spoke about local demographics and expressed concerns about cash flow, raising the possibility of challenges in keeping Westside operational long-term.

Mayor Dobbs inquired about the next meeting with the County Supervisors, to which Mr. Studybaker responded that he is awaiting a spot on their agenda. Mayor Dobbs expressed his desire to reconvene with the ambulance ad hoc committee following that meeting. Mayor Dobbs also inquired about including the City of Willows in the initiative, and Mr. Studybaker indicated that they may be interested if their proposed measure passes.

Mayor Dobbs, Vice Mayor Romano, and Councilmembers Roundy and McDermott voiced their support for the new ambulance and expressed interest in adding the contract to an agenda for discussion within the next month. Councilmember Tolley raised specific questions regarding staffing costs, including detailed line items for each employee, and suggested a deeper discussion on the matter in a future agenda item.

Mr. Irvin raised questions about the possibility of hiring an outside ambulance service under the current contract with Westside Ambulance. He also inquired if Measure A funds could be used to support the new ambulance operations. Additionally, Mr. Irvin asked whether the ambulance could be dedicated solely to Orland if the County opted not to contribute financially.

Councilmember McDermott explained that state regulations and exclusive operating agreements prevent the City from running its own ambulance service. In response to Mr. Irvin's inquiry about adding an EMT truck to the Fire Department, McDermott noted that while a Basic Life Support (BLS) technician

could be added, EMTs are limited in the care they can provide compared to paramedics, who are authorized to administer medication and offer more advanced services.

Mr. Denton shared his opinion of support for the new ambulance service and stated his support for the Volunteer Fire Department and Measure J.

Patrick Comstock, Deputy Director of Operations for the Sierra Sacramento Valley (SSV) EMS Agency, addressed the Council to answer questions regarding Exclusive Operating Agreements (EOAs) and contracts. Councilmember McDermott thanked Mr. Comstock for attending the meeting and asked him to clarify concerns about Westside Ambulance’s financial stability and the possibility of the area being left without ambulance services. In response, Mr. Comstock discussed the existing agreement between Westside and SSV, as well as the challenges posed by Medicare and Medi-Cal reimbursement issues related to ambulance services.

Ms. Barr expressed her concerns about the impact of CHIP, senior housing, and the new County behavioral health building emphasizing the need to consider the demographics of these residents when planning additional ambulance services. She stressed the importance of moving forward with the ambulance service, stating that the City should not delay its implementation.

Ms. Johnson expressed her belief that any nonprofit providing valuable services to the community deserves the City’s support. She voiced her strong backing for the new ambulance service.

ADMINISTRATIVE BUSINESS

A. Camping Prohibition

City Attorney Greg Einhorn briefed the Council on a proposed ordinance to restrict camping equipment and prohibit camping in city parks, particularly during the day, that was initiated earlier in the year by Mayor Dobbs.

The Council emphasized the importance of balancing enforcement with civil liberties, such as permitting picnic blankets and shade tents. Moving forward, Mr. Einhorn will present a draft ordinance at a future meeting for the Council’s review.

Police Chief Joe Vlach explained that the proposed ordinance would serve as an essential tool for the department, helping to bridge gaps in the regulation of public property use. He emphasized that adopting the ordinance would allow the City to proactively address potential issues before they arise.

The Councilmembers concurred on the importance of being proactive and well-prepared, expressing their support for drafting the ordinance.

. Mayor Dobbs requested that the City Attorney provide examples of similar ordinances from other cities for reference. Councilmember McDermott added that City Librarian Jody Meza mentioned the positive impact the alcohol ban at Library Park has had, noting it has made a significant difference in the park’s atmosphere.

Mr. Irvin inquired about the consequences for individuals who fail to comply with the ordinance. Chief Vlach spoke of enforcement measures the police department used in the past and potential penalties for non-compliance.

Orland resident Jill Hendry voiced her gratitude to the staff and Council for their proactive approach, thanking them for addressing the issue before it escalates.

Orland resident Earl Megginson, reflected on how his church had previously played a role in addressing homelessness in the community.

Orland resident Joanie Woods raised concerns about the new benches in the downtown area and expressed her satisfaction with the Council's proactive steps toward potential solutions for homelessness in the downtown district.

Susie Smith suggested reaching out to the County's Behavioral Health Department for their insights on how to assist homeless individuals who may attempt to sleep in the park.

Ms. Grundy shared a personal story and called for greater accountability for homeless individuals using drugs near the Creek.

Heather LeDonne, an Orland resident, voiced her support for the camping ordinance while also raising concerns about semi-trucks parking outside truck stop properties.

Ron Lane, another Orland resident, expressed concerns about doors being left open at the fairgrounds. In response, Chief Vlach clarified that the fairgrounds fall under the jurisdiction of the California Highway Patrol, as it is state property.

B. Modoc Street Parcel Annexation

Mayor Dobbs and Councilmember Roundy recused themselves from the discussion because one serves as the Chairperson and the other as a alternate commission member for LAFCo. (Mayor Dobbs and Councilmember Roundy left the meeting room at 7:51 PM)

Mr. Carr provided an update on the annexation of a parcel near the north end of Modoc Street (APN 046-080-016). After the Planning Commission's approval in 2023, the City Council formally approved the annexation in February 2024, including pre-zoning and a Conditional Use Permit (CUP) to maintain the property's use as a church.

Mr. Carr shared that at the recent meeting, Glenn LAFCo voted 3-1 to reject the City's annexation request, ignoring their own staff's recommendation for approval and offering no justification for their decision. The City has swiftly requested reconsideration and is preparing for the upcoming hearing. Mr. Carr assured the Council that staff will continue to provide updates as the situation unfolds.

Councilmember McDermott expressed disappointment with LAFCo's decision to reject the annexation request for the Modoc property, noting that despite the City following all proper procedures and no written protests being filed.

Vice Mayor Romano asked about the next steps if LAFCo does not approve the project. Mr. Einhorn explained that LAFCo would need to issue a formal resolution stating the reasons for disapproval, at which point the City could request reconsideration then potentially pursue a legal challenge. Vice Mayor Romano also addressed concerns he has heard about the project, including issues related to street width, potential flooding, and community apprehension about the type of housing that may be developed. Mr. Einhorn confirmed that the City Planner adhered to all necessary protocols, including conducting a public hearing where questions and concerns were thoroughly discussed with the Planning Commission. Vice Mayor Romano spoke about the history of the church in the community and expressed concerns about the church being unfairly targeted.

Mr. Denton shared he had no part in any discussions regarding the Church of Latter-day Saints.

Ms. Johnson expressed that the truth about the LAFCo meeting is not being fully revealed, noting that many residents in the area oppose the proposed new subdivision on Modoc Street. Ms. Johnson suggested that anyone associated with the church should recuse themselves from the discussion, adding that she felt the City should not react so strongly to the results of the meeting.

Ms. Hendry, a resident near Modoc, expressed that she personally had no issues with the project. However, she inquired about potential restrictions that could be implemented on possible new construction and how the streets might be improved.

Ms. Woods shared she has a home on Modoc and expressed her concerns about the potential increase in traffic resulting from the project.

Valley Mirror writer Todd Bishop sought clarification on the distinction between the applicants and the property owners regarding the annexation. Mr. Carr indicated that the City Planner would be best suited to address that question. Mr. Bishop further inquired about who would be responsible for paying for water if the project is annexed and the church subscribes to water or sewer services. Mr. Carr explained that the property owner would be responsible for the water and sewer bills.

Mr. Irvin raised a question to Mr. Einhorn regarding the need for Vice Mayor Romano to recuse himself due to his connection to the church/property. Mr. Irvin pointed out that if Vice Mayor Romano were to recuse himself, the Council would lack a quorum with only two members remaining. Mr. Einhorn explained that Councilmember Roundy and Mayor Dobbs had recused themselves to ensure they could fully participate in the next LAFCo meeting. He clarified that the current discussion is purely informational and does not require a vote, so Vice Mayor Romano does not need to recuse himself. Councilmember McDermott also inquired about the necessity of recusal, to which Mr. Einhorn confirmed that Vice Mayor Romano does not have a financial interest in the project.

Ms. LeDonne expressed concerns that Vice Mayor Romano and Mr. Carr's involvement with the church constitutes a conflict of interest, suggesting they should not participate in discussions related to the project. She also voiced suspicions about potentially secretive efforts to secure approval for the project. Vice Mayor Romano apologized for any emotional remarks he made regarding the church and clarified that he had recused himself during the original vote at the February 6th meeting, which resulted in a 4-0 decision to take the annexation to LAFCo.

Ms. Barr inquired whether Pete Carr and Scott Friend were the only two City representatives at the meeting. Mr. Carr clarified that only Scott Friend was present to represent the City. Ms. Barr then asked if there were any video recordings or minutes available for the LAFCo meeting. Councilmember McDermott provided guidance on how she could access the minutes and video through the County LAFCo website.

Orland resident Tammie Olivarez raised concerns about the perspectives of those living near the proposed annexation, suggesting that the City should facilitate more roundtable meetings to engage the community in discussion. Councilmember McDermott appreciated this comment because he believes the community needs to be engaged to help the Council make decisions.

Mr. Denton explained that he attends meetings to stay informed about what is happening in the community. He emphasized that if residents want to be involved, they need to attend community meetings and review agendas and minutes.

Ms. Barr disagreed with Mr. Denton, expressing her belief that the City isn't sharing enough information about projects. She agreed with Ms. Olivarez and supported the idea of holding more community roundtable discussions.

Orland resident Carolyn Denton shared her views supporting the annexation and spoke about her experiences with neighborhood growth.

Ms. Johnson appreciated Vice Mayor Romano's decision to recuse himself from the vote and acknowledged his passion about the project, but she felt that the Council members should remain neutral.

Orland resident Sharon Lazorko noted that City Council and Commission agendas are emailed to her and encouraged others to sign up for the City's email lists to stay informed.

Mr. Carr clarified that the City's concern extends beyond this particular case but all future annexation applications that could be impacted by it.

Mayor Dobbs and Councilmember Roundy returned to the meeting at 8:41 PM.

ORAL AND WRITTEN COMMUNICATIONS PUBLIC COMMENTS:

Mr. Tolle clarified a comment he made during candidates' night about the new County mental health building, drawing on his experience working in mental health during his time as a police chief.

Ms. Barr raised concerns about a correction to the September 3rd City Council minutes. She clarified she "was concerned with the safety of the tank and the fact that it has not been properly considered how to protect the tank from any wayward vehicle. As far as the Bucke's building goes I am concerned for the historical value of the building, not at all for the structural integrity of it, we all know it needs worked on but at the same time I hate to see it torn down." She also voiced frustration about needing approval from the Mayor and City Manager to be placed on a City Council agenda. Mayor Dobbs explained that the agenda is set by him and the City Manager but reassured her that he is open to hearing any concerns. Councilmember McDermott suggested she approach the Planning Commission to begin the process of getting her concerns about parking on their agenda where they can then recommend to the Council.

Orland resident Quinn expressed support for the Hive, while Mr. Denton shared his views on the water tank project. Ms. Woods expressed her appreciation for the Olivarez family and their contributions to the community.

Mr. Irvin asked whether the City had made a public announcement about the need to take down the tent at the Hive, seeking transparency and potential assistance to help the business remain operational. Mayor Dobbs responded that the tent issue had been a code enforcement matter, noting that the tents were originally put up temporarily during COVID.

Ms. Grundy inquired about the difference between the canopy at Sakura Hut and the tent at the Hive. Councilmember McDermott cited fire safety concerns, while Mayor Dobbs promised to investigate the other tent.

Ms. Barr provided additional context, recalling a meeting she had with City staff and the City Manager about the Hive's tent and their concerns about upcoming events. She explained that efforts are

underway to build a permanent structure, and she has hired an architect, engineers, draftsmen, a solar company, and is working on obtaining an ABC license. She mentioned that Mr. Carr had promised to work with the Hive on the project until communication ceased on July 2nd, when Mr. Carr reportedly directed City Building Inspector Wyatt Paxton to "go after" Tammy and Ray Olivarez in an email—two weeks after she spoke out about the new water tower location. Ms. Barr stated they were aware of the need to remove the tents and were working on a solution until they received a 10-day notice. Mayor Dobbs reassured her that the issue is on his radar, and he will investigate further.

Ms. Walker commented that the situation with the Hive appeared vindictive.

Mr. Denton referenced a past situation with Farwood, where the owners worked with the Planning Commission on a solution, and suggested the Hive do the same.

Ms. Olivarez expressed her frustration after receiving the abatement letter about the Hive’s tent and shared how she felt there was a lack of support or options from the City. She encouraged the community to review supportive Facebook comments about the Hive.

Orland resident Marilyn Ponci urged the Council to take strong action on the camping ordinance. She also expressed concern about the financial impact of the tent removal on the Hive and asked the City to consider offering assistance to the business.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Tolley:

- Attended the candidate night put on by the Orland Chamber of Commerce (the video is on YouTube, Facebook and Instagram);
- Attended the Economic Development Commission meeting September 10th;
- Was invited and attended the Glenn County Gun Owners meeting;
- Had a few code enforcements this month;
- Attended the VIPs awards night.

Councilmember Roundy:

- Attended the Public Works and Safety Commission meeting September 12th;
- Will be attending the Transportation and Transit September 19th.

Councilmember McDermott:

- Will be attending the September 19th Planning Commission meeting.

Vice Mayor Romano:

- Attended the Public Works and Safety Commission Special Meeting September 12th and welcomed the public to come to the meetings.

Mayor Dobbs:

- Thanked the Orland Chamber of Commerce for putting on the candidate’s night.

CITIZEN COMMENTS ON CLOSED SESSION

Ms. Barr asked if all business got the same ultimatum to take tents down and stated her concerns about being targeted because she voiced her concerns about the water tank.

Mr. Denton asked the community to look at all Pete Carr has done for the community and shared his appreciation for all Mr. Carr has done.

MEETING ADJOURNED TO CLOSED SESSION AT 9:22 PM

RECONVENEVED TO REGULAR SESSION - Called to order by Mayor Chris Dobbs at 9:50 PM.
REPORT FROM CLOSED SESSION – No reportable action.

MEETING ADJOURNED AT 9:50 PM

Jennifer Schmitke, City Clerk

Chris Dobbs, Mayor



PLANNING COMMISSION REGULAR MEETING MINUTES Thursday, August 15, 2024

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

Pledge of Allegiance

Roll Call:

Commissioner’s present: Chairperson Stephen Nordbye, Commissioners Sharon Lazorko, Wade Elliott, Vern Montague
Commissioner’s absent: None
Councilmember(s) present: Jeffrey Tolley and Bruce Roundy
Staff present: City Planner Scott Friend; City Clerk Jennifer Schmitke

ORAL AND WRITTEN COMMUNICATIONS

Councilmember Tolley inquired about Commissioner Romano's resignation, and City Planner Scott Friend indicated he would address the matter.

Orland resident Alex Enriquez asked for the Commission's views on reducing the number of new single-family homes in favor of more multi-family housing. He also expressed concern about homes being built away from the town center. Mr. Friend suggested that this issue could be added to a future agenda, and Chairperson Nordbye expressed interest in discussing it in September.

Mr. Friend then responded to Councilmember Tolley's inquiry about Commissioner Romano, explaining that she had emailed her resignation but did not provide any reasons. He also noted that the City Council had approved the advertisement for the open seat. Additionally, Mr. Friend mentioned that the first agenda item, "Building Orientation," was a planned presentation by Ms. Romano and that it would be removed from the nights agenda since she was no longer present to give it.

Commissioner Elliott asked when the term for the vacant seat would end, and City Clerk Jennifer Schmitke informed the Commission that it would expire in December 2026.

Councilmember Roundy inquired about the posting period for the open seat, and Ms. Schmitke explained that the seat would typically remain open until one or two applications were received, with a closing date set for September 27th.

CONSENT CALENDAR

Approval of Prior Minutes: June 20, 2024

ACTION: Commissioner Montague moved, seconded by Commissioner Elliott to approve consent

calendar as presented. Motion carried unanimously by a voice vote, 4-0.

ITEMS FOR DISCUSSION OR ACTION

A. Building Orientation

Chairperson Nordbye announced that this presentation has been removed from the meeting agenda.

B. Massage Parlors

Chairperson Nordbye raised concerns regarding the presence of Orland having three massage establishments, particularly given the city's proximity to I-5 and the ongoing issue of human trafficking. He expressed a desire to establish rules and regulations to ensure these businesses adhere to City standards, as they may not align with the community's values.

Mr. Friend clarified that massage establishments are permitted businesses within the C1/C2 zones and the downtown mixed-use district. He provided an overview of what "principally permitted use" means and explained that all massage businesses are required to obtain a business license and comply with public health, safety, building, and fire codes. He also noted that in California, massage professionals are not required to have a special certification, as certification is part of a voluntary program. Mr. Friend shared that there are private certification programs for massage therapists. Chairperson Nordbye expressed interest in requiring certification for all massage establishments in Orland.

The Commissioners discussed concerns about imposing new restrictions on businesses, particularly those that have been operating in the area for some time. However, they generally supported the idea of ensuring that massage businesses are properly licensed, permitted, regularly inspected, and certified.

Following the discussion, Mr. Friend noted that the Commission seemed interested in drafting an Ordinance focused on the time, place, and manner of operation for massage businesses. He stated that he would conduct further research and present the concept to the City Council, with plans to bring a draft Ordinance back to the Commission for review.

STAFF REPORT

Mr. Friend expressed his preference to postpone a planned review of development processes due to the current vacancy on the Commission. He requested that the Commission wait until the fifth Commissioner seat is filled to ensure that all members receive the same information.

Mr. Friend addressed the topic of Public Noticing, affirming that the City of Orland complies with all State laws and the Orland Municipal Code. He reviewed state requirements for public notices and provided examples of on-site postings. The Commissioners discussed current notice methods and explored potential improvements, such as using electronic signage along Hwy 32, adding on-site signage, and expanding posts on the City's Facebook page and website.

Commissioner Montague emphasized that it is the citizens' responsibility to stay informed about community happenings. Chairperson Nordbye expressed concerns about additional costs for applicants related to on-site signage and suggested that the City consider investing in reusable signs if that is the route they choose to go. He supported the idea of on-site plans as a way to enhance transparency, believing that visible signage could inspire greater community engagement.

The Commission collectively agreed that the City should make every effort to publish information effectively. Chairperson Nordbye also suggested implementing a sunset provision for postings.

COMMISSIONERS REPORTS

- Commissioner Montague: Nothing to Report.
- Commissioner Lazorko: Shared her concerns about the Variance that was approved for the Hwy 32 (Quezada) church property located at 33 E Walker Street, stating she felt she was told one thing, and the developer did something completely different. Mr. Friend noted that the property owner had the right to demolish the building and noted that the property owner had received all of the correct permits to do so. Mr. Friend shared that the Variance would stay with the site but noted that it would not be applicable to any future construction activity .
- Chairperson Nordbye: Nothing to Report.
- Commissioner Elliott: Thanked the audience for coming to the meeting and stated its nice to see new business coming to Orland.

FUTURE AGENDA ITEMS

- Election of Vice Chairperson
- Discussion regarding single family homes and need for more multi-family homes

ADJOURNMENT – 6:32 PM

Respectfully submitted,

Jennifer Schmitke, City Clerk

Stephen Nordbye, Chairperson

CITY OF ORLAND ARTS COMMISSION
MINUTES
August 21, 2024

4. D.

The Wednesday, August 21, 2024 meeting was called to order at 7:00 PM by Chairman Rae Turnbull at the Orland Art Center. Commissioners present were: Steve Elliott, Mason Greeley, Jim Scribner, and Paddy Turnbull. Also in attendance: Council Liaison Bruce Roundy, Community Liaison Laurie LaGrone and Orland Citizen Theresa Roundy. Commissioners Absent: Jill Elliott, and Mary Rose Kennedy. The minutes of the July 17th, 2024 meeting were approved as emailed with no corrections or additions (motion made by Jim Scribner, seconded by Mason Greeley - motion carried). Financial Reports covering June 1, 2024 through June 30, 2024, and July 1, 2014 through July 31, 2024 provided by Letty Espinosa were accepted as presented with no corrections or additions (motion made by Mason Greeley, seconded by Jim Scribner – motion carried).

COMMISSIONER REPORTS AND ACTION:

- A. Commission Chair Rae Turnbull reported on coordination of upcoming Gallery events and hours with Chamber of Commerce events scheduled for the months of September and December.
- B. Commission Chair Rae Turnbull reported on preparation dates for Christmas decoration of Gallery and coordination of decoration of City Tree and installation of Christmas star in time for the Christmas Tree Lighting event Dec. 6th, during the Downtown Preview Cowboy Christmas.
- C. Commission Chair Rae Turnbull reviewed current Gallery policy of accepting cash, checks and money orders as payment methods for Gallery purchases. Reasons for continuing to exclude the use of credit cards as a payment method for Gallery purchases were detailed as discussed with Letty Espinosa.

ITEMS FOR DISCUSSION AND ACTION:

- A. Ideas for improving the visual appearance of the closet at the back of the Gallery were discussed. The door must remain open to facilitate air flow to the HVAC return air intakes located inside the closet, which detracts from the appearance of the Gallery. Mason Greeley made a motion to allocate \$400 for the purchase of a vented door to replace the existing solid door (seconded by Steve Elliott). Motion carried.

There being no further business, the meeting adjourned at 7:40 p.m.

Next scheduled meeting: Wednesday, September 18, 2024 at 7:00 p.m.

Respectfully submitted by Steve Elliott and Rae Turnbull

CITY OF ORLAND
MAJOR PROJECTS Fiscal Year 2024-25

Adopted June 4, 2024
1st Quarter Report Sept 30, 2024

4. E.

Priorities	More Important	Less Important
More Urgent	Complete the Emergency Groundwater Resource Project (DWR – well, tank, mains, laterals, connections) on track	Carnegie: Plan for deferred maintenance and ADA improvements RFP published
	Reconstruct M½ (spring 2025) on track	Complete Rec Trail phase II (State Parks grant) Awaiting USBR
	Plan, enviro, design for FY26 re-paving of Shasta Street on track	Rec Center HVAC 100%
	Plan and design traffic safety improvement Newville Rd @ 9 th Street Report is 90%	
Less Urgent	Complete engineering design for new Walker St well (State SRF + IRWM + local) 75%	Construct dog park 95% -- add water?
	Complete Phase 1 streetscapes (ARPA) 25%	Lely ballfields and basketball courts lighting Basketball in October Ballfields need re-bidding for installation
	Complete transition to Tyler system software (ARPA+) 55%	Install EV charging stations in town (ARPA or private) 5%; agreement with Rivian is on hold, exploring other options
	Obtain canal undergrounding agreement 0%	

DWR = Department of Water Resources (grant)
 SRF = State Drinking Water Revolving Fund (0% interest loan)
 IRWM = Northern Sacramento Valley Integrated Water Resource Management (grant)
 ARPA = American Rescue Plan Act (City funds)
 STIP = State Transportation Improvement Program (Regional Transportation allocation)



CITY OF ORLAND STAFF REPORT
MEETING DATE: October 1, 2024

TO: Honorable Mayor and Council
FROM: Leticia Espinosa, City Treasurer
SUBJECT: Treasurer’s Report (Receive and File)

BACKGROUND:

The City’s Investment Policy identifies various policies that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment related activities.

The Treasurer has the authority to invest funds but only upon the direction of the City of Orland Investment Committee. This Committee is to be comprised of the mayor, one City Councilmember, the City Manager and the Accounting Manager.

ANALYSIS:

The Treasurer reports that we have surpassed the interest earned for 2023 (\$ 322,907.09).

January – March 2024 interest earned	\$ 120,383.41
April – June 2024 interest earned	\$ 134,022.01
July 2024 interest earned	\$ 42,739.14
August 2024 interest earned	\$ 40,889.25
	<hr/>
	\$ 338,033.81

Attachment: Treasurer’s Report as of September 20, 2024

**City of Orland
Report of the Treasury
Schedule of Cash and Investments
As of September 20, 2024**

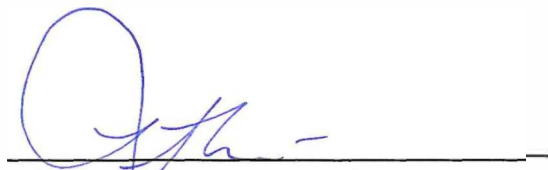
Pursuant to Government Code Section 53646, listed below is a schedule of Cash and Investments held by the City of Orland

<u>Description of Security/Financial Institution</u>	<u>Reconciled Balance</u>
Cash Held on Hand	\$ 285
Umpqua Bank	
Checking Account	\$ 66,747
Deposit Account	\$ 9,136
Evidence Fund Account *	\$ 16,343
18 Month CD - Maturity Date 5/21/2025	\$ 1,058,945
18 Month CD - Maturity Date 7/23/2025	\$ 2,083,752
Money Market Account	\$ 910,000
Housing/Economic Development Program Income Account*	\$ 683,917
Tri Counties Bank	
6 Month CD - Maturity 2/27/2025	\$ 1,537,127
(LAIF) Local Agency Investment Fund	\$ 19,578
Northern California Bank	
Money Market Account	\$ 3,296,495
2 Year CD - Maturity Date 11/14/2024	\$ 1,036,119
Total Cash and Investments Held by the City of Orland	\$ 10,718,159

* = restricted use

Note: There is an outstanding receivable with Department of Water Resources for \$2.5 million in grant reimbursement.

I Certify that this report reflects all Government Agency cash and pooled investments and is in conformity with the investment policy of the City of Orland as stated in the annual investment policy approved by the City Council. A copy of the investment policy is available at the office of the City Clerk. The investment program herein provides sufficient cash flow liquidity to meet the estimated expenditures for the next 180 days.



Submitted: Leticia Espinosa/City Treasurer

Measure J

Measure J is a proposed 1/2¢ sales tax increase that will be voted on by Orland residents in the November 5th general election. City Council is committed to prioritizing Measure J tax revenues for ambulance services and street improvements, followed by library and parks. Measure J revenue would stay in the City of Orland. These local funds cannot be taken by the State.

The City will publish an annual report of how much tax revenue Measure J raised and how it was spent.

A 1/2¢ sales tax increase would add 5¢ to a \$10.00 taxable purchase.

Groceries, prescription medicines and services would be exempt from the tax.

Measure J could generate an estimated \$1.5 million in revenue for Orland.

Why is a local tax proposed?

- Ambulance needs and expenses keep rising.
- Insurance payments are not keeping up with ambulance costs.
- Street repairs and improvements are very expensive, about \$1 million per mile.
- The State barely provides enough funding to help with street sweeping.
- Future City park acquisitions and library services.
- Current City revenues are not adequate to keep up with needed services and improvements.
- The City is seeking a new source of local funding just for these local purposes.

Tax Rates in other Communities

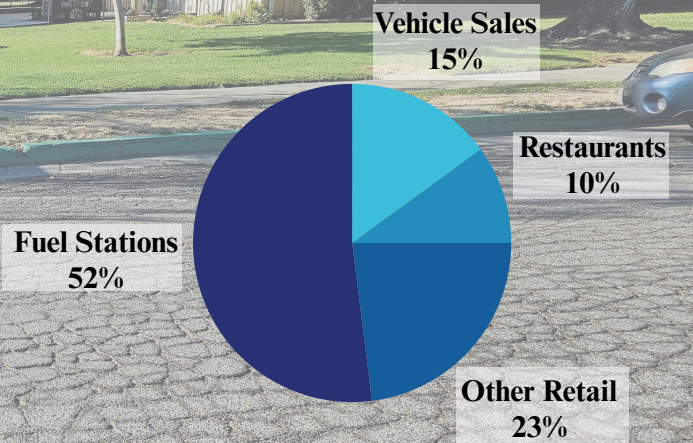
Sales Tax in Orland is currently 7.75%.
 Only 1.5% stays in Orland. The average city tax rate in California is 8.85%
 Common in Northern California is a total sales tax of 8.25%.
 Measure J would result in 8.25% for Orland.

Williams, Oroville, Lodi, Chico	8.25 %
Proposed for Orland	8.25 %
Colusa, Clearlake, Sacramento	8.75 %
Proposed for Willows	8.75 %
Ukiah, Fort Bragg, Nevada City	8.875 %
Eureka, Galt, Vallejo, Porterville	9.25 %

Why a Sales Tax?

Local elected leaders feel that a sales tax in this case is more appropriate than a property tax. Property taxes are only paid by the property owners. Sales taxes are paid by everyone, including visitors who use our streets and local ambulance services.

Sources of Sales Tax in Orland



This picture is of a section of Mill Street, in need of repair

Voice Your Opinion

Your City Council will host a town hall-style hearing about Measure J:

October 1st, 2024 @ 6:30pm

Glenn Success Square Conference Center
 131 E. Walker Street, Orland

Have any Questions?

Please call City Hall at

(530) 865-1600

or email the City Clerk at

jtschmitke@cityoforland.com

City of Orland

Argument in Favor of Measure J

Thanks to Orland voters, the 2016 Measure A (a local 1/2¢ sales tax) has been a very positive game changer for Orland public safety – especially for fire equipment. Now voters have a chance to “Just Say Yes on Measure J” to support Orland ambulance services, street improvements, libraries and parks.

Measure J is expected to raise \$1.5 million a year with an increase of just 1/2¢ on taxable sales. Most groceries, medicine and services are not subject to sales tax.

Westside Ambulance needs community assistance to continue operating and to add a second ambulance to serve the north county area. Orland and Glenn County have agreed to share the cost with Westside, but this may cost the City up to \$325,000 a year.

The City receives about \$450,000 per year for street maintenance. After street lighting, traffic signals, street sweeping and pothole repairs, there is not much left over for real street rebuilding and improvement. Measure J can be expected to provide an additional \$750,000 to \$1 million a year for local street projects. We would see real change, real improvement of our roads in town.

Orland Library and parks are important quality-of-life amenities. Measure J would enable the City to acquire more park land, develop more ballfields, and keep our library open with the latest programs and technologies to serve the community.

Like Measure A, Measure J will be locally collected, locally controlled, and locally spent with annual public reports showing how the funds are being utilized. Our local sales tax rate will still be below the state average. The change to our local tax rate will be hard to notice, but improvement to our medical transport, streets, and other excellent features of Orland will be obvious and enjoyed by everyone.

Please “Just Say Yes on Measure J.”

Chris Dobbs, Mayor

Matt Romano, Vice Mayor

Bruce Roundy, City Councilmember

John McDermott, City Councilmember

CITY ATTORNEY’S IMPARTIAL ANALYSIS OF MEASURE J

The City Council has submitted a ballot measure for an ordinance that would raise the current voter-approved local Transactions and Use (“Sales”) tax rate from 0.5¢ to 1.0¢ within the City of Orland. This tax is a general purpose tax requiring a simple majority (50% + 1) vote. If approved by the voters, the tax will be deposited into the City of Orland’s general fund and will be used to support and fund general funded City services. The tax ordinance requires independent auditors to report on the collection, management and expenditure of the revenue generated by the tax. An annual report will be prepared for public review at a public hearing.

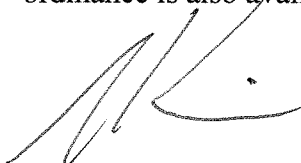
The existing sales tax is a combination of “sales and use tax” and “transactions and use tax.” Retailers collect both taxes at the time of sale and remit the funds to the State of California Department of Tax and Fee Administration, which administers the taxes. Both are levied on the retail sale or use of personal property, with certain exceptions. A sales tax is allocated to the jurisdiction where the sale is negotiated or the order for the sale is taken, but a transactions and use tax is allocated to the City where the merchandise or goods are delivered or placed into use. Merchandise purchased in a retail store is assumed by the state to be used within the city in which the store is located, unless the retailer is asked to ship the merchandise outside the city as part of the sale. This tax on retail sales is paid by non-residents as well as residents. Certain necessities of life, including purchases of food or prescribed medicine, are exempt from the tax.

The state and local tax on retail sales in Orland is currently 7.75% of the purchase price. Of that 7.75%, 1.0% is currently allocated to the City of Orland by state law, and an additional 0.5% is allocated to the City of Orland pursuant to a 2016 voter-approved tax measure (“Measure A”). 6.25% is allocated to the State of California.

Measure J authorizes an additional 0.5% local transactions and use tax, increasing the total sales tax rate in Orland from 7.75% to 8.25%. The City’s share of the sales tax—the local share of the sales tax—would increase from 1.5% to 2.0%. The revenue generated by the tax increase proposed by Measure J would go only to the City of Orland. The proposed local sales tax increase is estimated to provide \$1,500,000 in additional local revenue. If approved, these local funds may not be taken by the State or any other governmental entity.

A “Yes” vote is a vote to approve the additional half-cent sales tax in Orland. A “No” vote is a vote against the additional half-cent sales tax in Orland.

A full copy of the proposed ordinance may be obtained during business hours at the Office of the City Clerk, City of Orland, City Hall Building, located at 815 Fourth St, Orland, CA 95963. The ordinance is also available at: www.cityoforland.com.



Gregory P. Einhorn
City Attorney, City of Orland

**Memorandum of Understanding
OHB Hive and City of Orland**

Objective: to provide a solution regarding the compliance issues faced by The Hive Restaurant, a significant local business and cultural asset to our community. Given the recent concerns over building and fire codes, this MOU is intended to demonstrate Orland’s commitment to both building code regulation and community support.

The Hive's Commitment to Compliance:

1. Permanent Structure: OHB is designing and will install a permanent patio structure to replace the tent, ensuring compliance with applicable building codes. If OHB chooses not to build a permanent structure they will not revert to a tent.
2. Permits and Plans: OHB will secure necessary permits and develop a site plan, recognizing that as a C-2 zoned property alcohol beverage sales and a restaurant are principal permitted uses of the property with the proper ABC License.
3. Landscaping and Parking: OHB commits to enhancing the corner lot area with landscaping, if it is not going to be designated as parking.

The City’s Accommodations in the Case, given the economic importance of The Hive:

1. Temporary Tent Use: Allow one approved dining tent, ensuring it meets applicable building code safety standards comparable to those applied to prior similar citywide approvals, for a period of six months. An additional six months’ permission may be granted by City based on progress.
2. Parking Variance: Adjust on-site parking requirements to match downtown standards, without prejudice to future inclusion in the downtown parking zone exemption
3. Outdoor Dining Conversion: Permit conversion of the 6th Street parking area into an outdoor dining space, with parking relocation to the north lot or across 7th Street.
4. Street Enhancements: Approve and facilitate minor street improvements including a curb bulb, crosswalk, and diagonal parking, to the extent logistics allow, to enhance safety and aesthetics.

For the City of Orland:

For OHB Hive:

Chris Dobbs, Mayor Date

Ray Olivarez, Jr. Date



CITY OF ORLAND STAFF REPORT
MEETING DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers
FROM: Zach Barber, Director of Public Works
SUBJECT: **Lift Station Standardization** (Discussion/Action)

BACKGROUND:

The City wastewater collection system has six lift stations in the following locations:

- Railroad Avenue (next to the former Railroad well)
- M¹/₂ (at GCOE on SR32, former Butte College offices)
- Heartland (in alley off Jacquelyn @ Rennat)
- Road N (at Road 17 behind Whitehawk subdivision)
- Airport (next to the well)
- Butte College (Cortina Drive)

Each station is designed to collect gravity-fed wastewater, lift it via a pump to a higher grade, and pump it back onto its otherwise gravity-fed journey to the wastewater treatment plant (WWTP). Each was designed and installed at different times, by various developers, and is maintained by the City. These pump lift stations do not utilize the same pumps or electronic controls.

Maintenance is more difficult and benchstock is more expensive due to the variation in infrastructure and equipment at the lift stations. Recent experience with lift station failures is significantly increasing the City’s exposure to catastrophic failure of the system.

ANALYSIS:

Public Works staff have been for several years seeking contractor bid proposals to upgrade and standardize the lift stations. Of the dozen or more contacted, three visited and submitted proposals. One of the three has since withdrawn his bid. No Orlando pump contractors are interested in this work.

Today we have two proposals for standardizing the five older lift stations: one from a Bay Area company, Simonds Machinery for \$456,565 and one from an Anderson (Shasta County) company, J&J Pumps, for \$432,997. Both proposals break out each lift station into a separate bid, enabling the City to phase the project if desired. The bids include upgrading and standardizing electric supply, electronic controls (SCADA), pumps and associated equipment. Three of the stations – Railroad, Heartland and M¹/₂ – will be outfitted with chopper (solids handling) pumps due to the persistence of foreign solids collected there.

Summarized, the bid proposals break down as follows:

Railroad	\$ 91,975
Heartland	\$110,556
M½	\$ 94,995
Road N	\$ 35,924
Airport	\$ 86,475

The Public Works & Safety Commission examined this issue recently and voted unanimously to recommend to the Council that the City proceed with the project and award the contract. J&J Pumps is considered by the Public Works & Safety Commission and City staff to be the most responsible bidder in that its reputation and proximity to Orland enable it to be more responsive to the City’s long-term operational needs. Pumps come with a five-year warranty. J&J also offers a one-year all-inclusive warranty. J&J has 24/7 service technicians available.

Most pump contractors focus on water and avoid wastewater systems. Due to the limited availability of responsible, responsive contractors for this specialized work, City staff sees this project as a limited or sole-source procurement, and would recommend Council designate it as such.

More info @ <https://www.jandjumps.com/>

Attachments: Proposals from Simonds and J&J Pump for lift station upgrade and standardization.

RECOMMENDATION:

Proceed with upgrading and standardizing the lift stations at this time, and select J&J Pumps as the contractor.

FISCAL IMPACT OF RECOMMENDATION:

\$439,038 to the Sewer Fund, which has a reserve balance of \$1.4M.

City Of Orland – Sewage Lift Station Retrofit Project



Lift Station	Scope of Work	Non-Clog Pumps	Chopper-Style Pumps
Airport Lift Station	Removal and subsequent replacement of the pump equipment at the Airport sewage lift station. Existing pumps will be replaced with new submersible solids handling units and a new outdoor rated duplex control panel installed with Fog Rod level control system (panel and Fog rod and communicate with SCADA in future) with redundant float system and adder of 3-way manual generator transfer switch and receptacle. Includes replacement stainless steel lifting hardware, guide rail adapter, valves and miscellaneous piping and hardware as needed.	\$86,475.23	\$105,588.23
Railroad Lift Station	Removal and subsequent replacement of the pump equipment at the Airport sewage lift station. Existing pumps will be replaced with new 460V/3PH submersible solids handling units and a new outdoor rated duplex control panel installed with Fog Rod level control system (panel and Fog rod and communicate with SCADA in future) with redundant float system and adder of 3-way manual generator transfer switch and receptacle. As pumps are currently in working order, we should be able to provide this work without requiring sewage pumping truck services. Includes replacement stainless steel lifting hardware, guide rail adapter, valves and miscellaneous piping and hardware as needed. Quote includes changing check valves and gate valves beyond lift station that have recently failed, as well as applicable hardware to install the valves.	\$74,888.21	\$91,975.21
Heartland Lift Station	Removal and subsequent replacement of the pump equipment at the Airport sewage lift station. Existing pumps will be replaced with new submersible solids handling units and a new outdoor rated duplex control panel installed with Fog Rod level control system (panel and Fog rod and communicate with SCADA in future) with redundant float system and adder of 3-way manual generator transfer switch and receptacle. As pumps are currently in working order, we should be able to provide this work without requiring sewage pumping truck services. Includes replacement stainless steel lifting hardware, guide rail adapter, valves and miscellaneous piping and hardware as needed.	\$89,975.88	\$110,555.77
Butte Lift Station	Removal and subsequent replacement of the pump equipment at the Butte 32 sewage lift station. Existing pumps will be replaced with new submersible solids handling units and a new outdoor rated duplex control panel installed with Fog Rod level control system (panel and Fog rod and communicate with SCADA in future) with redundant float system and adder of 3-way manual generator transfer switch and receptacle. Includes replacement stainless steel lifting hardware, guide rail system with stainless rails and misc. piping and hardware as needed. Quote includes changing check valves and gate valves beyond lift station and removal of redundant gate valves, as well as applicable hardware to install the valves	\$71,924.99	\$94,995.11
Whitehawk/Road 'N' Lift Station	Removal and subsequent replacement of the duplex panel with a new outdoor rated duplex pumping plant panel with Fog Rod control system (panel and Fog rod and communicate with SCADA in future) with redundant float control system and adder of 3-way manual generator transfer switch and receptacle	\$35,924.15	
Total Cost		\$359,188.46	\$439,038.47

- Please note: Client to retain and pay for any sewage pumping as needed during work.
- For Railroad, Heartland and Butte lift stations– Chopper pumps will have same motors with different cords so they can be interchangeable in emergency.

09/10/2024



June 18, 2024

Arnie Romero
City of Orland Public Works
815 Fourth St
Orland, Ca 95963

Re: Quotation for Airport Lift Station

Simonds Machinery is pleased to offer the following options to retrofit the existing duplex sewer lift station named the Airport lift station. Like the 3 smaller lift stations we will offer you the option of a 10 hp Shinmaywa solids handling submersibles as well as a 10 hp Barnes submersible chopper pumps. Again, just like the other proposals the retrofit consists of a new duplex motor control panel sized on the choice of pumps used. Enclosure is NEMA 4X stainless steel with a Pump Vision PV600 universal controller set up for a FOG Rod level control system with redundant back up floats. NEMA Starters, typical HOA selector switches and power disconnects, pump run indicators, seal fail indicators and motor over-temp indicators as well as high water alarm. The panel is also outfitted with SCADA which will monitor high and low level, cycle counter and run times as well as power failure. Also included is a manual transfer switch and power receptacle for a portable power source. As we discussed on my visit, we will locate this panel outside next to the lift station. We will abandon the existing controls except for the main disconnect inside the control center. As far as the actual lift station this site was easily in the best shape, and you could probably get away with changing out pumps and panel only. But for budgetary purposes we will include new base elbows and new 4" SS sch 10 piping and new valves. We will reuse the stainless-steel rails to save on costs. Pricing for materials and labor are as follows.

Shinmaywa option

2-10hp 460-volt 3ph Shinmaywa submersible pumps	\$13,162.00
1-CM Controls 10hp 460volt duplex control panel w/SCADA and FOG Rod level control system.	\$39,226.00
Guide rail system with Stainless Steel piping valves and miscellaneous hardware.	\$10,694.00
Labor and expenses to install	\$19,525.00
Tax on materials	\$ 4888.86
Estimated freight	<u>\$ 1200.00</u>
Total	<u>\$88,695.86</u>



Barnes chopper pump option

2-10hp 460volt 3ph Barnes submersible chopper pumps.	\$35,034.00
1-CM Controls 5-hp 460-volt duplex control panel w/SCADA and FOG Rod level control system	\$39,226.00
Guide rail system with stainless steel piping, valves and miscellaneous hardware.	\$10,694.00
Labor and expenses to install.	\$19,525.00
Tax on materials	\$ 6583.94
Estimated freight	<u>\$ 1200.00</u>
Total	\$112,262.94

Should you have any questions regarding this quotation please call Kurt at 650 589-9900.

Best regards

Kurt Hipp



June 18, 2024

Arnie Romero
City of Orland Public Works
815 Fourth St
Orland, Ca 95963

Re: Quotation for Heartland Lift station

Simonds Machinery is pleased to offer the following options to retrofit the existing duplex lift station named Heartland Lift Station. Just like the Railroad Lift Station the job includes two different pump options, one being 2-3hp Shinmaywa submersible solids handling pumps. The other being 2-5hp Barnes chopper pumps. This lift station requires us to use a duplex motor control panel that will use VFD drives for phase conversion. This panel has the same basic features as Railroad panel, a PV600 controller, NEMA starters A FOG Rod level control system, pump run indicators as well as motor over temp and seal fail. SCADA monitors high and low level, run times and cycle count also power failure. Typical selector switches and disconnects all in a NEMA 4X stainless steel enclosure. Also included is a manual transfer switch with power receptacle for portable power source. The pump station may be a challenge to retrofit new base elbows and the plumbing module. Because of its depth we have some unknowns that we could not see on our original visit. For budgetary reasons I will price up the plumbing module that will include new base elbows, and valve sets for inside the wet well as well as the single valve set in the exterior valve box. For cost savings we will reuse the stainless-steel guide rails, and some of the existing PVC discharge piping. Pricing for materials and labor are as follows.

Shinmaywa option

2-3hp 230volt 3ph submersible pumps.	\$ 8610.00
1-CM Controls 3hp duplex control panel with SCADA and VFD drives for phase conversion.	\$49,407.00
Base elbows with new valves and miscellaneous piping and hardware.	\$10,196.00
Labor and expenses to install	\$19,525.00
Tax on materials	\$ 5286.51
Estimated freight	<u>\$1000.00</u>
Total	<u>\$93,924.51</u>

Cont.



Barnes chopper pump option

2-5hp 230-volt 3ph submersible chopper pumps	\$27,712.00
1-CM Controls 5hp duplex control panel w/SCADA and VFD drives for phase conversion.	\$51,600.00
Base elbows, with new valves and miscellaneous piping and hardware.	\$10,196.00
Labor and expenses to install.	\$19,525.00
Tax on materials	\$ 6936.87
Estimated freight	<u>\$ 1000.00</u>
Total	\$116,969.87

Should you have any questions regarding this quotation please call Kurt at 650 589-9900.

Best regards

Kurt Hipp



June 18, 2024

Arnie Romero
City of Orland Public Works
815 Fourth St
Orland, Ca 95963

Re: Quotation for Butte 32 Lift Station

Simonds Machinery is pleased to offer the following options to retrofit the existing duplex lift station named Butte 32. Just like Railroad and Heartland, the job includes two different pump options, one being 2-3hp Shinmaywa submersible solids handling pumps. The other being 2-5hp Barnes chopper pumps. Just like Railroad and Heartland the retrofit consists of a new duplex motor control panel sized on the choice of pumps used. Enclosure is NEMA 4X stainless steel with a Pump Vision PV600 universal controller set up for a FOG Rod level control system with redundant back up floats. NEMA Starters, typical HOA selector switches and power disconnects, pump run indicators, seal fail indicators and motor over-temp indicators as well as high water alarm. The panel is also outfitted with SCADA which will monitor high and low level, cycle counter and run times as well as power failure. Also included is a manual transfer switch and power receptacle for a portable power source. The actual lift station will receive new base elbows for the rail system, new Stainless-steel rails with upper guide rail brackets, new stainless steel lifting chains for each pump, as well as 2-new schedule 10 Stainless steel discharge pipes from base elbow to the lateral lines exiting the tank. Lastly, we will replace both the check valves and 2 of the gate valves with new 4" Matco resilient wedge gate and weighted swing checks. We plan to remove the redundant gate valves and replace it with a spool. Pricing for materials and labor are as follows.

Shinmaywa option

2-3hp 208/230-volt 3ph Shinmaywa submersible pumps	\$ 8610.00
1-CM Controls 3hp 208volt duplex control panel w/SCADA and FOG Rod level control system.	\$27,400.00
Guide rail system with Stainless Steel piping and rails valves and miscellaneous hardware.	\$13,308.00
Labor and expenses to install	\$19,525.00
Tax on materials	\$ 3822.15
Estimated freight	<u>\$ 1000.00</u>
Total	\$73,665.15



Barnes chopper pump option

2-5-hp 460volt 3ph Barnes submersible chopper pumps.	\$27,712.00
1-CM Controls 5-hp 460-volt duplex control panel w/SCADA and FOG Rod level control system	\$29,337.00
Guide rail system with stainless steel piping and rails valves and miscellaneous hardware.	\$13,308.00
Labor and expenses to install.	\$19,525.00
Tax on materials	\$ 5452.66
Estimated freight	<u>\$ 1000.00</u>
Total	\$96,334.60

Should you have any questions regarding this quotation please call Kurt at 650 589-9900.

Best regards

Kurt Hipp



June 18, 2024

Arnie Romero
City of Orland Public Works
815 Fourth St
Orland, Ca 95963

Re: Quotation for Railroad Ave Lift Station

Simonds Machinery is pleased to offer the following options to retrofit the existing duplex lift station located on Railroad Ave. The job includes two different pump options, one being 2-3hp Shinmaywa submersible solids handling pumps. The other being 2-5hp Barnes chopper pumps. Because you have requested that the 3 smaller lift stations share the same motor the Shinmaywa will require a “buck” transformer to drop the voltage from 460-volt down to 230-volt at this site. This may require an upsizing of the wire feeding the control panel. The Barnes option, however, would not require this transformer as its motor is compatible with both 460volt and 230volt. The voltage the motor sees is determined by the power cap and cord assembly. So, you could have one spare motor for all three lift stations and use the correct power cord for the specific lift station. Theoretically you would reuse the cords at each site when changing out a pump. The rest of the retrofit consists of a new duplex motor control panel sized on the choice of pumps used. Enclosures are NEMA 4X stainless steel with a Pump Vision PV600 universal controller set up for a FOG Rod level control system with redundant back up floats. NEMA Starters, typical HOA selector switches and power disconnects, pump run indicators, seal fail indicators and motor over-temp indicators as well as high water alarm. The panel is also outfitted with SCADA which will monitor high and low level, cycle counter and run times as well as power failure. Also included is a manual transfer switch and power receptacle for a portable power source. The actual lift station will receive new base elbows for the rail system, new Stainless-steel rails with upper guide rail brackets, new stainless steel lifting chains for each pump, as well as 2-new schedule 10 Stainless steel discharge pipes from base elbow to the lateral lines exiting the tank. Lastly, we will replace both the check valves and gate valves with new 4” Matco resilient wedge gate and weighted swing checks. Pricing for materials and labor are as follows.

Shinmaywa option

2-3hp 230-volt 3ph Shinmaywa submersible pumps	\$ 8610.00
1-CM Controls 3hp duplex control panel w/SCADA and FOG Rod level control system.	\$27,400.00

cont.



Buck Transformer with weather shield	\$4648.00
Guide rail system with Stainless Steel piping and rails valves and miscellaneous hardware.	\$12,558.00
Labor and expenses to install	\$18,400.00
Tax on materials	\$ 4124.24
Estimated freight	<u>\$ 1400.00</u>
Total	\$77,140.24

Barnes chopper pump option	
2-5-hp 460volt 3ph Barnes submersible chopper pumps.	\$27,712.00
1-CM Controls 5-hp 460-volt duplex control panel w/SCADA and FOG Rod level control system	\$28,095.00
Guide rail system with stainless steel piping and rails valves and miscellaneous hardware.	\$12,558.00
Labor and expenses to install.	\$18,400.00
Tax on materials	\$ 5298.28
Estimated freight	<u>\$ 1000.00</u>
Total	\$93,063.28

Should you have any questions regarding this quotation please call Kurt at 650 589-9900.

Best regards

Kurt Hipp



June 18, 2024

Arnie Romero
City of Orland Public Works
815 Fourth St
Orland, Ca 95963

Re: Quotation for Road “N” control panel replacement

Simonds Machinery is pleased to offer the following quotation for the replacement of the duplex control panel at the road “N” site. My original plan for this site was to try and reuse the existing control panel enclosure and just install all new components that make up a new duplex panel. However, our panel builders CM controls were reluctant to go with my plan due to UL listing compliance. So, I will quote this as a completely new panel. Enclosure is NEMA 4X stainless steel with a Pump Vision PV600 universal controller set up for a FOG Rod level control system with redundant back up floats. NEMA Starters, typical HOA selector switches and power disconnects, pump run indicators, seal fail indicators and motor over-temp indicators as well as high water alarm. The panel is also outfitted with SCADA which will monitor high and low level, cycle counter and run times as well as power failure. Also included is a manual transfer switch and power receptacle for a portable power source.

1-CM Controls 20hp 460volt 3ph duplex control panel w/SCADA and FOG Rod level control system.	\$30,100.00
Labor and expenses to install	\$ 5200.00
Tax on materials	\$ 2332.75
Estimated freight	<u>\$ 300.00</u>
Total	<u>\$37,932.75</u>

Should you have any questions regarding this quotation please call Kurt at 650 589-9900.

Best regards

Kurt Hipp



CITY OF ORLAND STAFF REPORT
MEETING DATE: October 1, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Zach Barber, Director of Public Works

SUBJECT: **Replacement Capital Expense: Vac-con Equipment** (Discussion/Action)

BACKGROUND:

The City has two combination jetter and hydro-evacuation machines in its rolling stock, one older (2004, white) machine and one newer (2015, blue) machine.

- The jetter function enables fast, safe break-up of soils when digging, and powerful cleaning of sewer lines and storm drain lines.
- The hydro-excavation function adds an industrial vacuum tool to excavation work, enabling precise and fast digging of holes and trenches.
- Some jurisdictions use one machine or the other; we find it most efficient to have two machines featuring both applications. We tend to utilize the older white model for rough excavation (workhorse) and the newer model for precision digging, inspection and cleaning. Both are used every week -- sometimes every day -- for water, sewer, storm drain and other digging jobs.

Trailer-mounted units are available at lower cost, but Orland has found it cost-effective to have the fully functional dual-engine machines ready to go on its own wheels, able to positioned into something challenging locations. The City does use a trailer-mounted camera tool for inside of pipe inspection.

Vac-Con is a west coast company and is clearly the industry standard of this specialized, critical equipment; our mechanics are familiar with Vac-con machinery operation and maintenance.

ANALYSIS:

The Public Works & Safety Commission considered this capital equipment topic recently and voted unanimously to recommend Council approve the purchase. Our older Vac-Con is well past its expected useful life and is becoming an expensive maintenance liability. Replacement is due, at which time our 2015 model would become the workhorse machine. It is past its warranty but is still proactively maintained and running well.

More info on the model we are proposing is at:

<https://vac-con.com/new-trucks/dual-engine-combination-machine/>

Attachments:

Graphic of typical dual-engine combination Vac-con

Proposal from Vac-con for purchase of one dual-engine combination jetter-excavator machine

RECOMMENDATION:

Proceed with purchase of one Vac-con machine as proposed and recommended by Public Works & Safety Commission and Director of Public Works.

FISCAL IMPACT OF RECOMMENDATION:

\$497,043 allocated 30% to Sewer Fund, 70% to Water/Storm Drainage Fund.

**TOUGH, INNOVATIVE, AND EFFICIENT
- DESIGN YOUR DUAL ENGINE
COMBINATION MACHINE TO MEET
ALL YOUR NEEDS.**

ASHOWN:

1. 180° Articulating Hose Reel, 600 ft. x 1 in.
2. Omnibus™ Precision Power
3. Manual Level Wind Guide
4. Cross-Linked Polyethylene Water Tanks
5. Diesel Auxiliary Engine
6. 3-Stage Fan with Centrifugal Separator
7. Hydraulic Reservoir
8. Aluminum Tool Boxes
9. Positive Seal Vacuum Breaker
10. 10 ft. Telescopic Boom with 270° Rotation
11. Hinged Boom Tie Down
12. Debris Body Dump Controls
13. Corten® Steel Debris Tank
14. External Load Level Indicator
15. Lateral Line Cleaning Kit
16. Water Pump with Suction Strainer

REAR DOOR:

17. 5 in. Butterfly Decant Valve
18. Full-Opening Rear Door with Hydraulic Locks
19. Splash Shield
20. Arrow Stick Lighting
21. Hydraulic Pump Off
22. Strobe Light

- A. Omnibus™ Precision Power
- B. PD Blower
- C. Wireless Remote
- D. Mainframe Deck Coating
- E. Hydro-Excavation Pack
- F. Safety Light Packages
- G. 5yd to 16yd Debris Tank
- H. 500 to 1500 gal. Water
- I. Hi-Dump

6. C.

Consult Factory/Dealer for Additional Options

*SOME COMPONENTS SHOWN ARE NON-STANDARD.



Rear Door

Omnibus™ Precision Power

PD Blower

Wireless Remote



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

May 13, 2024

City of Orland
431 E. South Street
Orland, CA 95963

Tel: 530-624-2870
cityshop@cityoforland.com

Attention: Roy Stewart, Fleet Manager

We are pleased to provide the following quotation on the Vac-Con Combination Sewer and Storm Drain Cleaner for your review.

One (1) Each Vac-Con Model VPD2130SHAS/500 complete with the following standard features:

- PD2130 Roots 616 PD Blower 16"HG/2500CFM
- Transfer Case Blower Drive with High Performance Carbon Chord Timing Belt
- 3/16" 3.5 Yd³ Corten Steel Debris Tank - 5 Year Warranty
- Outlet Screen Assembly - 8" Diameter
- Full Opening Rear Door with Hydraulic Rear Door Locks
- 8" Automatic Vacuum Breaker Door System
- Poly Float Ball Load Level Indicator
- 10' Layflat Hose with Bar Screen
- Strainer (Trash Bars) on Both Ports of Debris Dome
- Built in Body Prop, Sub Frame Mounted
- Debris Tank Dumping: Minimum 45 Deg., Hydraulic Lift
- Dump Height 60"
- Rear Mounted Bumper
- 500 Gallons Capacity Aluminum Water Tank - 5 Year Warranty
- 1/4" Ball Valve for Water Tank Drain
- 5' X 6" Diameter Extendable Boom with Pendant Control Station
- 6 Way Pendant Control Station - Unless Wireless Remote Selected
- Behind Cab Boom Support Chassis Frame Mounted Boom Cradle Assembly with Bumper Mounted Boom Docking Assembly
- Triplex Water Pump - Hydrostatic Drive
- Water Pump Remote Oil Drain
- 30 GPM/3000 PSI Water Pump System
- 400' High Pressure Jet Rodder Hose (3/4")
- Front Mounted / Swiveling Hose Reel, 500' Max Capacity (3/4")
- (1) Each Sanitary and Penetrator Nozzles
- Water Manifold Assembly
- Hose Guide (Tiger Tail)
- Manual Hose Wind Guide
- 30" Leader Hose
- 800 PSI Wash Down Hand Gun with 25' of Hose and Nozzle
- Handgun Bracket Assembly
- (1) 22" X 51" X 25.5" Aluminum Sealed and Locking Tool Box
- 20.5' Aluminum Intake Pipe (1-3', 1-5', 1-6', and 1-6.5' Nozzle)
- 4 Pipe Storage Rack Mounted Curbside - Ground Level

4634 Mayhew Road
Sacramento, CA 95827
Office: 916-922-1101
Fax: 916-922-1034

4750 Caterpillar Road, #D
Redding, CA 96003
Office: 530-243-4856
Fax: 530-243-1447

13922 Gracebee Avenue
Norwalk, CA 90650
Office: 714-528-8770
Fax: 714-528-8744

1930 W. Winton Avenue, #1
Hayward, CA 94545
Office: 510-670-0230
Fax: 510-670-9003



May 13, 2024
City of Orland
Vac-Con Model VPD2130SHAS/500 Quotation
Page 2

- Long Handle Storage 72"L X 20"W X 5 1/4"H – Integrated in Mainframe with Lockable Door
- Plastic Engraved Decals – Adhesive Type
- LED / ICC Lighting
- 5# Fire Extinguisher
- Set of Triangles
- PPG Ambershield Zinc Primed, PPG Delifleet Single Stage Polyurethane Paint and PPG Ambershield Textured Black Paint
- 12 Month Standard Warranty - See Certificate for Details

Complete with the following selected features:

Main Information:

- Boom: Extendable, 6" Intake System – Standard
- Hose Reel: Front Mounted Swivel Hose Reel – Standard with 3-Yard
- Jet Rodder Hose: 500' x 3/4" Piranha Brand Jet Rodder Hose
- Water System: Giant 0-30 GPM / 3000 PSI, 3/4" Hose

Debris Body:

- Rear Splash Guard (2 – 10 O'clock) – Tank Mounted

Water System:

- 50' Capacity Retractable Hand Gun Hose Reel
- Debris Body "Power Flush" System, 8 Jets
- Hydroexcavation Package Includes: 50' Handgun Hose Reel with 1/2" Hose, 711-53686 72" 1/2" Schedule 80 Lance with Single Forward Spray Nozzle, Storage Tubes for Lances, Heavy Duty Unloader Valve, Main Control Valve, Variable Flow Valve

Hose Reel:

- Hose Footage Counter, Standard

Misc. Machine Options:

- Cone Storage Rack Placement – Rear of Frame

Lighting:

- LED 4 Strobes – (2) Front Bumper / (2) Rear Bumper – Whelen 500 Series TIR6 01-0663507129E – Amber
- LED Arrow Stick – Whelen TAM85 Traffic Advisor
- LED Boom Mounted Flood Lights with Limb Guard – Whelen NP6BB Worklight
- LED Midbody Flood Lights with Guards – Whelen NP6BB (Driver's Side and Curbside)
- LED Rear Mounted Flood Lights with Limb Guard – Whelen NP6BB Worklight

Electrical:

- Traffic Camera with Monitor – Rear Camera Placement



May 13, 2024
 City of Orland
 Vac-Con Model VPD2130SHAS/500 Quotation
 Page 3

- Paint
- Single-Stage Polyurethane Elite White with your Choice of Standard White or Blue Striping Package

Mounted on a new Freightliner M2 106 4x2 CA CARB truck chassis complete with the following features:

- Cummins B6.7 300 HP 2600 RPM Engine
- Allison 2100 RDS Transmission
- Driver's Side Air Seat
- Air Conditioning
- AM/FM
- Painted White

Price F.O.B. Orland, CA	\$494,362.00
Less Current Estimated Sourcewell Discount	- 33,079.25
Sub-Total	<u>\$461,282.75</u>
7.75% Estimated Sales Tax	35,749.41
CA Tire Fee (6 @ \$1.75 Each)	10.50
Total	<u>\$497,042.66</u>

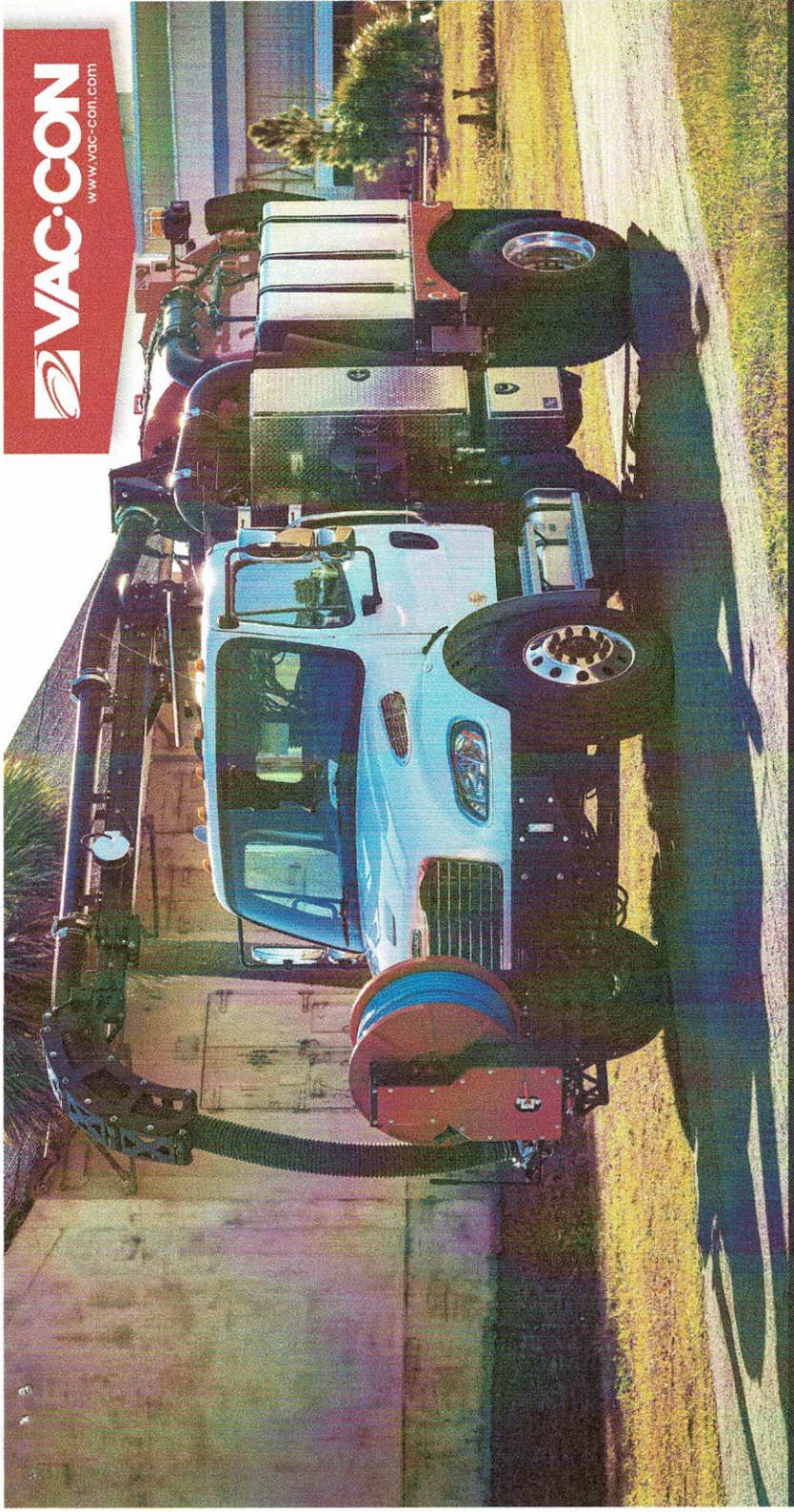
- Quotation includes delivery and on-site training.
- Normal delivery 180-210 days A.R.O., depending on chassis and component availability during production.
- CARB Disclosure: A vehicle operated in California may be subject to California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to the requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://www2.arb.ca.gov/our-work/programs/advanced-clean-fleets>
- Due to California emissions requirements, special permits may be required on diesel engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: Net 15
- Quotation valid for 15 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
 Municipal Maintenance Equipment, Inc.



James Wheeler,
 President



3-YARD

**A truly non-CDL truck
designed for optimal
performance and
minimal footprint**

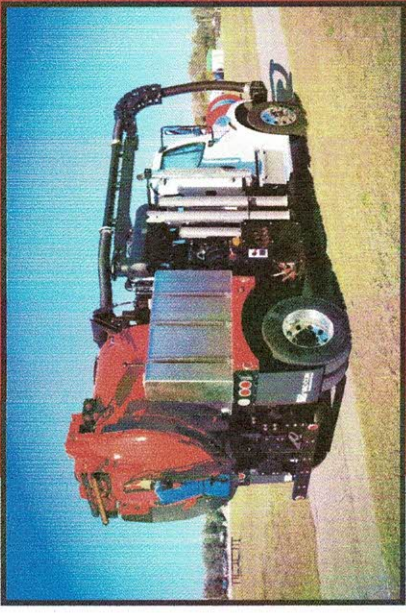
FEATURES

- Under 26,000 GVWR with full freshwater capacity*
- 3-yard usable capacity debris tank
- Under 11.5-ft. overall height and 28-ft. overall length

** Additional equipment or optional features may impact overall unit weight*

3-YARD

Vac-Con is proud to introduce a truly non-CDL combination sewer cleaning truck with all of the performance expected from a Vac-Con and minimal footprint



WHY 3-YARD NON-CDL

Powerful PD blower vacuum system with silencer rates up to 2,100 CFM and 16-in. Hg.

T-case with direct belt drive.

Titan style 60-in. diameter debris tank with 45-degree dump angle.

60-in. dump height available.

Improved Titan filtration with cyclone separator and final filter.

Automatic vacuum breaker system.

Dual joystick controls at the hose reel.

Lightweight aluminum water tanks feature 500-gallon capacity.

Hydrostatically-driven water system for independent flow adjustment.

30 GPM @ 3,000 PSI.

FEATURES

Front-mounted hose reel rotates 180-degrees with capacity of 500-ft. x 3/4-in. hose.

Boom rotates 180-degrees and extends 5-ft. with lifting capacity of 500-lbs. at full extension.

Optimal storage includes lockable toolbox for long handle storage and ground level vacuum pipe storage.

Rear bumper with tow hooks.

Winter recirculation.

Hydro-excavation package.

50-ft. low pressure handgun.



CITY OF ORLAND STAFF REPORT
MEETING DATE: October 1, 2024

TO: Honorable Mayor and Orland City Council

FROM: Paul Rabo, City Engineer
Zach Barber, Director of Public Works

SUBJECT: **Wastewater Treatment Plant Dredging Project (Discussion/Action)**

BACKGROUND:

The City has for many decades operated a lagoon treatment system for processing its waste water by aerobic digestion, percolation and evaporation. This facility and its licensed operation are an important asset for the City to monitor and maintain.

Our wastewater treatment plant (WWTP) is licensed by the State Regional Water Quality Control Board, and operated by City Public Works employees under the direction of a licensed Level 1 WWTP Operator. Monitoring wells in the vicinity track the protection of groundwater resources.

The City in 2015 invested in “Blue Frog” aerators to help postpone the need for remediation by excavation of the first two stage ponds. Although we now realize the frogs would be more effective if spaced out across the ponds instead of clustered at the inlets, they have helped us operate the ponds in regulatory compliance.

ANALYSIS:

Despite digestion and aeration, our ponds have gathered enough sludge to require remediation. Pond 1 is in most urgent need of excavation, although our plan discussed with the commission in 2023 was to start with Pond 2. In any case, excavation requires rerouting to the next pond, air-drying of the sludge, removal and haul-away to a licensed facility that can receive this type of waste. The ponds would then need to be refilled and seeded with new aerobic digestion microbes. Our tentative plan included division of ponds and creation of a serpentine system of flow. The cost of the complete project can be significant, likely in the millions of dollars.

The Public Works & Safety Commission recently examined this issue and voted unanimously to recommend to the Council that the City proceed with a contract to engage a consultant to pursue a plan and grant funding for remediation of the City’s ponds. The Commission and City staff recommend a phased project, and engaging a specialized, experienced consultant who can assist the plant operator and engineer in planning the complete project and seeking grant funding.

We have identified a consultant in our region who – as a unique service provider and thus sole-source – has the proven ability to plan and obtain grant funding for a project such as this. Most notable is their recent successful project with Hamilton City. Staff requested a project proposal from this consultant.

For more info: <https://www.suspinc.org/>

Attachment: Proposal from SUSP Engineering.

RECOMMENDATION:

Proceed with Phase 1 of the proposed WWTP project as proposed by Staff and endorsed by the Commission, engaging SUSP Engineering for planning and grant funding application.

FISCAL IMPACT OF RECOMMENDATION:

Not to exceed \$30,000 from the Sewer Fund which has a reserve balance of \$1.4M.

Task Order: COO-01
Dated: September 10, 2024

Professional Services Agreement, dated _____, 2024
Specialized Utility Services Program (SUSP) and
City of Orland (City)

The above referenced Professional Services Agreement between SUSP and City of Orland (Client), dated _____, 2024, is hereby modified as follows:

Background:

The City of Orland owns and operates a domestic wastewater treatment facility (WWTF) at 6917 County Road 20 in Glenn County. The City of Orland also owns and operates a separate industrial wastewater treatment facility, which is not included in the scope of this project. The domestic WWTF provides wastewater treatment for the City of Orland, which has a population of approximately 8,500. The WWTF consists of four stabilization ponds and 44-acre bermed disposal field. According to the system’s Waste Discharge Requirements Order (No. R5-2010-0087), the permitted dry weather flow to the system is 2.1 million gallons per day.

It has been documented that there is excessive sludge accumulation in the stabilization ponds, particularly the primary pond, Pond 1 (City of Orland, Sewer Master Plan, 2009). The last time sludge was removed from Ponds 1 and 2 was in 1976 and sludge has never been removed from Ponds 3 and 4.

The City of Orland wants to rehabilitate Pond 1, and possibly other ponds, by properly draining and disposing the liquids and solids that have accumulated and install a liner in the pond(s) to mitigate any potential seepage. The City is also interested in looking to other improvements to their system, such as installing a system to more accurately quantify effluent discharge to the disposal field. The Client is requesting SUSP to put together a Clean Water State Revolving Fund (CWSRF) planning application for these, and additional yet to be determined, improvements to their WWTF.

SCOPE OF WORK:

Task 1 – Prepare CWSRF Planning Application

SUSP will hold a kickoff meeting, onsite, with the Client to discuss the project details and timelines to completion. SUSP will prepare a CWSRF planning level application. The planning application will include Technical Attachment T-1, Technical Attachments (T-2 through T-6), Financial Attachments, (F-1 through F-9, as applicable) and the Plan of Study. The Plan of Study will include at a minimum:

- Explanation of water quality problem to be addressed, including information about any existing or pending enforcement actions and or violations
- Scope of planning work, including specific deliverables for each task
- Budget
- Schedule (including specific deliverables and submittal dates)
- Map of the service area

➤ **Task 1 Deliverables: CWSRF Planning Application uploaded to FFAST for State Water Board Review. 1 copy submitted in PDF form to Client.**

BUDGET:

Time and materials, not to exceed \$26,940 based on the following task budgets:

Task No.	Task Name	Budget
Task 1	Prepare CWSRF planning application	\$26,940

All other terms and conditions of the referenced Professional Services Agreement remain unchanged.

For SUSP:
Specialized Utility Services Program

For Client:
City of Orland

By: _____

By: _____

Date: _____

Date: _____

**SPECIALIZED UTILITY SERVICES PROGRAM, INC.
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered the _____ day of _____, 2024, by and between Specialized Utility Services Program, Inc., a California corporation and wholly-owned subsidiary of California Rural Water Association, with offices at 1234 North Market Boulevard, Sacramento, CA 95834, hereinafter referred to as “CONSULTANT”, and **City of Orland**, located at 815 Fourth Street, Orland, California, 95963, hereinafter referred to as “CLIENT.” CONSULTANT and CLIENT may be individually referred to herein as a “party” and jointly as the “parties.”

The parties do hereby mutually agree as follows:

1. Services.

On the terms and conditions hereinafter set forth, CLIENT retains CONSULTANT to perform technical water utility related and general engineering consulting services on an “On-Call” basis (the “Services”). The Services to be performed shall be described in individual specific scopes-of-work, hereinafter referred to as “Task Orders”, and are to be performed in accordance with agreed-upon schedules as set forth in the “Task Orders” issued by CLIENT to CONSULTANT. Each Task Order shall be construed as part of and be consistent with all other terms and conditions of this agreement.

2. Compensation for Services Performed.

An estimated budget for each Task Order shall be included in each Task Order form and agreed to by CLIENT and CONSULTANT prior to the commencement of work,

as set forth in the applicable Task Order. CLIENT shall pay CONSULTANT for performance of the services on a direct cost basis within the maximum budget of each Task Order. For purposes of this Section 2, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem). Total Compensation shall be calculated as the total number of hours of service multiplied by the applicable hourly rate for the service rendered, plus the total reimbursable costs incurred during the applicable billing period.

3. Invoices and Payment.

Invoices shall be submitted to CLIENT on a monthly basis. CLIENT shall pay all undisputed invoice amounts within 30 days following receipt of an invoice. Payments shall be remitted to: 1234 North Market Boulevard, Sacramento, CA 95834.

4. Representations and Acknowledgments. Each party represents to the other that:

a. The execution, delivery, and performance of this Agreement is duly authorized by all necessary actions on the part of each obligated party and the agreement is binding on any such obligated party;

b. The execution, delivery, and performance of the duties under this Agreement by any such obligated party shall not, as of the date this Agreement is entered, violate any provision of law, nor will it conflict with or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement, or other instrument to which the obligated party is also obligated, where such conflict, breach, or default would have a materially adverse effect on the business

operations or financial condition of such party or on its ability to perform its obligations under this Agreement;

c. To the best of each party's knowledge, as of the date this Agreement is entered, there are no actions, suits, or proceedings pending against or involving such party, and to the best of its knowledge, there are no actions, suits, or proceedings threatened against such party, which might have a materially adverse impact on the business operations or financial conditions of such party or on its ability to perform its obligations under this agreement; and

5. CLIENT'S Obligations.

a. CLIENT shall grant or cause to be granted to CONSULTANT access to all locations as necessary for performance of the Services under this Agreement;

b. CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that reasonably relate to the Services. CLIENT specifically represents to CONSULTANT that such information is accurate to the best of the CLIENT's knowledge;

c. Unless noted otherwise, CLIENT shall pay, or reimburse CONSULTANT the cost of all necessary approvals, permits, licenses, easements, and consents necessary for performance of the services.

d. CLIENT shall have sole ownership and responsibility for all hazardous or toxic substances found or identified at any location at which CONSULTANT performs services under this Agreement. CLIENT shall have the sole responsibility for the treatment, temporary storage, transport, and disposal of all hazardous or toxic

substances found or identified at any location at which CONSULTANT performs Services under this Agreement.

6. CONSULTANT's Obligations.

a. CONSULTANT shall perform the Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Services at the same time, under similar conditions, and in the same or a similar locality. This commitment is in lieu of all other warranties either express or implied.

b. CONSULTANT shall advise CLIENT about the status of the Services and will make reasonable efforts to coordinate its activities with CLIENT, the property owner, and any government agency having regulatory oversight over the underlying activities.

c. CONSULTANT shall accommodate other CLIENT activities at the site. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

7. Confidentiality.

a. To the extent permitted by law (particularly including the California Public Records Act, codified at Government Code Sections 6250 et seq.), each party shall keep confidential all business and technical information identified as "Confidential" and obtained from the other party in connection with the performance of the Services. Any such information shall be labeled "Confidential" and shall be retained in a separate part of the materials comprising this agreement. Neither party shall disclose such information without the other party's consent except to the extent required by (1) the performance of

the Services; (2) compliance with the professional conduct standards for preservation of the public safety, health, or welfare; or (3) compliance with any court order or other governmental directive, including requests from government agency having regulatory oversight over the underlying activities. In the event that there is a request for materials that are identified as “Confidential”, the party receiving such request shall promptly notify the party claiming confidentiality, so that the party claiming confidentiality may take appropriate action to protect the claimed confidentiality. The party receiving the request shall not be obligated to take any action to protect the claimed confidentiality, other than notifying the party claiming the confidentiality.

b. Notwithstanding the immediately preceding paragraph, with CLIENT consent, CONSULTANT may include CLIENT’s name and a general description of the Services to be provided, including narrative and photographic representations of the Services, in general informational presentations made by CONSULTANT for the promotion of its expertise and experience.

c. The obligations created by this Section 7 shall survive the termination or expiration of this agreement.

8. Ownership of Documents.

All reports, drawings, specifications, and other work products produced under this Agreement, and any materials or documents purchased by CONSULTANT, the cost of which is charged to this Agreement, shall become the property of the CLIENT. The obligations created by this Section 8 shall survive the termination or expiration of this agreement.

9. Insurance.

CONSULTANT now carries and will continue to carry during the term of this agreement the following insurance types and minimum coverages:

- a. Worker’s compensation and Occupational Disease Insurance to comply with the laws of the State of California.
- b. Comprehensive General Liability Insurance covering activities performed under this agreement, including coverage of liability assumed in this Agreement, with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for bodily injury for each occurrence and \$1,000,000 (ONE MILLION DOLLARS) for property damage for each occurrence.
- c. Automobile Liability Insurance covering all non-owned and hired motor vehicles used in connection with the Engagement Services with \$2,000,000 (TWO MILLION DOLLARS) combined single limit for bodily injury and property damage liability.
- d. Professional Errors & Omissions/Pollution Liability Insurance with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) for each claim and \$2,000,000 (TWO MILLION DOLLARS) aggregate.
- e. CLIENT shall be named as an additional insured on all of the insurance policies required by this Section 9. At CLIENT’s request, CONSULTANT shall furnish CLIENT certificates evidencing the required coverages and identifying CLIENT as an additional insured.

10. Indemnification.

a. Except as otherwise provided in this Section 10, CONSULTANT shall indemnify and hold harmless CLIENT from and against any and all liability for bodily injury (including death) or third-party property damage to the extent such injury or damage results from CONSULTANT's negligence in connection with and during its performance of the Services, except to the extent such liability results from CLIENT's negligence or intentional misconduct.

b. CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all claims, demands, losses, penalties, fines, and causes of action (including reasonable attorney fees and court costs) arising from or relating to CLIENT's negligence or contractual breach including any noncompliance with the obligations as set forth in Section 5 herein, except to the extent such liability results from CONSULTANT's negligence or intentional misconduct.

c. Each Party shall hold harmless the other Party from and against any and all liability, costs, expenses, damages, claims, suits, or demands for which the Party is solely or may become solely liable on account of bodily injury, disease, or death suffered by any employee of the other Party in connection with the performance of the Services under this Agreement. Each Party shall bear the risk of loss or damage to its own equipment, materials, supplies, structures, or property.

d. CLIENT acknowledges that CONSULTANT has not created, generated, or contributed to the generation or existence of any hazardous or toxic material, or any

other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto, prior to the date on which the performance of services is commenced hereunder (collectively referred to as “Preexisting Conditions”). Accordingly, except to the extent covered by the “Scope of Work” herein, or where the injury is solely caused by a failure of CONSULTANT’s obligations under Section 6 of this Agreement, CLIENT shall defend (with counsel approved by CONSULTANT) protect, indemnify, and hold harmless CONSULTANT and its employees against all claims, demands, losses, penalties, fines, and causes of action of every kind and character, whether based on contract, tort (including negligence), statute, or regulation (including reasonable attorneys and court costs) arising from or relating to preexisting conditions. CONSULTANT shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

e. The obligations created under this Section 10 shall survive the termination or expiration of this Agreement,

11. Non-Discrimination Clause.

a. During the performance of this Agreement, CONSULTANT and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender

identity, gender expression, military and veteran status, or any other protected class under state or federal law.

b. The CONSULTANT, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

12. Limitation of Liability.

a. Neither party hereto, nor any of its affiliates, subcontractors, or vendors at any tier, shall be liable to the other party or its affiliates, subcontractors, or vendors for any loss of profit, loss of product, loss of use, or for any other indirect, consequential, or special damages, even if the claimed injury is caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof.

b. CLIENT agrees that in consideration of this Agreement and the comparative levels of risk taken, all claims for indemnification or contribution shall be limited to the amounts and coverages listed in the insurance provisions in Section 9 herein. All claims against CONSULTANT shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within six months after CONSULTANT has completed that portion of the Engagement Services with respect to which the claim is made.

c. Any limitation on or exculpation from liability afforded CONSULTANT by this Agreement shall be applicable regardless of whether the action or claim is based on contract, tort (including negligence), statute, strict liability or otherwise and shall likewise limit the liability of CONSULTANT, its affiliates, subcontractors, and vendors of any tier and their respective officers, agents, and employees.

d. There are no third-party beneficiaries of this Agreement and no third party may rely upon obligations or representations herein or on the findings of any report produced hereunder.

e. The obligations created under this Section 12 shall survive the termination or expiration of this Agreement.

13. Changes in Performance.

a. CLIENT may at any time, by written order, make changes within the general scope of the Services contemplated by this Agreement and any Task Order issued hereunder, in any one of the following areas:

- (1) Specific services to be performed;
- (2) Specific deliverables;

(3) Schedule for completion and delivery of product.

b. If any changes requested pursuant to paragraph a. of this Section 13, or otherwise pursuant to any other provision of this Agreement, results in an increase or decrease in the costs of providing those services or in the time required to perform those services, an equitable adjustment shall be made in the (1) Price; (2) Schedule; and, (3) in such other provisions of this agreement as may be appropriate, and this Agreement shall be modified in writing accordingly.

c. It is further understood that field conditions may dictate changes in the Services to be performed, and those services may be required to be performed by written change order from CLIENT prior to an agreement on price, schedule or other relevant provisions of this Agreement. Reimbursement for such activities shall be on a time and materials basis in accordance with the hourly rates and cost-plus provisions included in Attachment 2, and extensions to the Schedule shall be based on the actual delays and ramifications caused by said changes in field conditions.

14. Independent Contractor.

The Services shall be performed by CONSULTANT under the sole supervision, management, and control of CONSULTANT. CLIENT shall look to CONSULTANT for results only and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's agents or employees in the performance of the Services or as to the manner, means, or methods by which the Services are performed. CONSULTANT shall be an independent contractor of CLIENT and not an employee, and no such employment relationship is intended to be created by this Agreement.

15. Force Majeure.

It is agreed that in the event CONSULTANT is rendered unable wholly or in part by force majeure to carry out its obligations hereunder, the obligation of CONSULTANT shall be suspended during the pendency of any inability, and such inability shall as far as possible be remedied with all reasonable dispatch. The term “force majeure” as used herein shall mean strikes, lockouts or other industrial and labor disturbances, pandemics, acts of public enemies, wars, insurrections, civil disturbances, explosions, earthquakes, fires, severe storms, floods, or orders, restraints, or prohibitions by any regulatory agency, board, department, commission, or court having jurisdiction over CONSULTANT, or any other cause not within CONSULTANT’s control.

16. Termination for Default.

If either party:

- (a) Breaches any material obligation under this Agreement;
- (b) Becomes insolvent or otherwise unable to meet its financial obligations; or,
- (c) Is adjudicated as bankrupt, or has an involuntary petition in bankruptcy

filed against it;

the other party may terminate this Agreement without any further liability. If this Agreement is terminated pursuant to the provisions of this paragraph, CLIENT shall be obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

17. Termination for Convenience.

Either party may terminate this Agreement for its own convenience by providing the other party thirty (30) days' prior written notice. Should CLIENT terminate this Agreement pursuant to the terms of this Section 17, CLIENT shall be obligated to pay for those Services performed and goods received as of the date of the termination, along with the reasonable costs of settling outstanding commitments, including the cost of terminating any subcontracts.

18. Certain Litigation Expenses.

CLIENT acknowledges that, due to unforeseen future circumstances, litigation may result concerning the subject matter of the Services, to which CONSULTANT may not be named as a party, but for which CONSULTANT, as a consultant to CLIENT, may be compelled by court order or subpoena to retrieve and produce documents in its possession, or to provide testimony related to the Services, and that such document production or testimony entails significant costs, for which CONSULTANT may not be wholly reimbursed under the applicable rules of civil or criminal procedure. Therefore, except where CONSULTANT is also named as a party to the underlying action, and where CONSULTANT is found to be partially or wholly liable in the underlying action, CLIENT agrees to reimburse CONSULTANT for any costs incurred as a result of such compelled document production or testimony that are not reimbursed by others, within 60 days after CLIENT receives an invoice for such costs. For purposes of this Section 18, "costs" shall include labor costs and other direct costs (including, but not limited to, reproduction, shipping, mileage, lodging, and reasonable per diem) plus 15% charge on direct expenses. The

obligations created by this Section 18 survive the termination or expiration of this Agreement.

19. Waiver.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

20. Severability.

If any provision or portion of this Agreement is finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding on the parties hereto.

21. Notice.

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by overnight courier service, the receipt of which is confirmed by telephone, or mailed by certified mail, return receipt requested and postage prepaid, to the address specified on page 1 of this Agreement.

22. Governing Law; Venue.

This Agreement shall be governed by and in accordance with the laws of the State of California.

23. Entire Agreement.

This Agreement is the entire understanding and agreement between the parties and supersedes any previous communications, representations, or agreements by either party, whether oral or written. This Agreement may be changed only by a written instrument signed by both parties.

24. No Assignment. This Agreement shall not be assigned by CONSULTANT without CLIENT’s written consent.

25. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and shall be deemed to be fully executed when so signed. This Agreement may be signed by electronic signatures or signatures transmitted by e-mail, DocuSign or other electronic means and such electronic signatures shall be deemed as valid as an original “wet” signature.

SPECIALIZED UTILITY SERVICES

CITY OF ORLAND

PROGRAM REPRESENTATIVE

REPRESENTATIVE

Signature:_____

Signature:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____