



ORLAND CITY COUNCIL REGULAR MEETING AGENDA

**Tuesday, September 15, 2026 at 6:30 PM
Carnegie Center, 912 Third Street and via Zoom**

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

City Council: Terrie Barr, Mayor | Alex Enriquez, Vice-Mayor

John McDermott | JC Tolle | Wade Elliott

Interim City Manager: Justin Chaney **City Clerk:** Jennifer Schmitke

Virtual Meeting Information:

<https://us02web.zoom.us/j/89191331084>

Webinar ID: 891 9133 1084 | 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) 865-1601 by 4:00 p.m. on the day of the meeting

- 1. CALL TO ORDER - 5:30 PM**
- 2. ROLL CALL**
- 3. CLOSED SESSION**

- A.** Public Comments: The Public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public comments are generally restricted to three minutes.
- B. CONFERENCE WITH LABOR NEGOTIATORS**
(Government Code section 54957.6)

Agency designated representatives: Justin Chaney, City Manager; Greg Einhorn, City Labor Negotiator
Employee organization: United Public Employees of California, LiUNA Local 792 (General Unit)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957(b)(1)

Title: City Attorney

- 4. RECONVENE TO REGULAR SESSION - 6:30 P.M.**
- 5. REPORT FROM CLOSED SESSION**

(If the Closed Session is not completed before 6:30 P.M., it will resume immediately following the Regular Session.)

- 6. PLEDGE OF ALLEGIANCE**
- 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. CONSENT CALENDAR

Public comments are welcome for each agenda item at the time designated by the Mayor. Each speaker is limited to one comment per item, with a maximum of three minutes. After the public comment period closes, the Council will proceed with its discussion, and attendees are asked to refrain from interruptions or disruptive behavior.

- A. Warrant List (Payable Obligations)
- B. Approve City Council Minutes for September 1, 2026
- C. Receive and File Planning Commission Minutes from July 23, 2026

9. ADMINISTRATIVE BUSINESS

- A. Surplus Property – 824 Fourth Street (APN 040-212-009)(Discussion/Action) - Justin Chaney, Interim City Manager
- B. Waste Management Presentation Regarding Delinquent Accounts, Bad Debt, and Proposed Memorandum of Understanding (Discussion/Action) - Justin Chaney, Interim City Manager

10. CITY MANAGER VERBAL REPORT

11. CITY COUNCIL COMMUNICATIONS AND REPORTS

12. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54965 and 54954.2(a), the agenda for this meeting was properly posted on September 11, 2026.

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
 Terrie Barr, Mayor
 Alex Enriquez, Vice-Mayor
 John McDermott
 J.C. Tolle
 Wade Elliott

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

INTERIM CITY MANAGER

Justin Chaney

WARRANT LIST

September 15, 2026

Payroll Compensation # 18	8/21/2026	\$	174,608.89
Payroll Obligation # 18	8/21/2026	\$	121,673.95
Payable Obligations	9/10/2026	\$	146,414.05
		\$	442,696.89

APPROVED BY

 Mayor, Terrie Barr

 Vice-Mayor, Alex Enriquez

 Councilmember, John McDermott

 Councilmember, J.C. Tolle

 Councilmember, Wade Elliott



City of Orland, CA

Payroll Check Register

Employee Pay Summary

Pay Period: 8/20/2026-9/2/2026

Packet: PYPKT00572 - 8/20/26-9/2/26 #18-2026
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
Alva, Micaela	ALV01	09/04/2026	3215	2,854.94
Andrade, Edgar	AND00	09/04/2026	3216	4,854.95
Arellanes, Ashley	ARE00	09/04/2026	3217	2,012.04
Barber, Zachary	BAR02	09/04/2026	3218	4,319.87
Becerra, Christina	BEC00	09/04/2026	3219	341.10
Bowers, Linda	BOW00	09/04/2026	3220	472.80
Carr, Peter R	CAR03	09/04/2026	3221	4,400.00
Carranza, Daniel	CAR07	09/04/2026	1168	1,193.76
Cessna, Kyle A	CES00	09/04/2026	3222	5,837.28
Chaney, Justin	CHA01	09/04/2026	3223	6,832.04
Crandall, Jeremy	CRA00	09/04/2026	3224	2,282.45
Espinosa, Leticia	ESP00	09/04/2026	3225	2,883.14
ESQUIVEL, ITZEL	ESQ01	09/04/2026	3226	30.08
FLEMING, CIARA	FLE01	09/04/2026	3227	678.86
Flores, Jose D	FLO00	09/04/2026	3228	4,932.25
Galvan, Rosaura	GAL00	09/04/2026	3229	502.18
Gamboa, Yadira	GAM00	09/04/2026	3230	681.91
GREELEY, MASON ALEXIS	GRE00	09/04/2026	3231	215.54
Guerrero, Jorge	GUE02	09/04/2026	3233	2,637.25
Guerrero Simpson, Deysy D	GUE01	09/04/2026	3232	3,007.37
Henderson, Olivia	HEN00	09/04/2026	3234	2,894.13
Johnson, Sean Karl	JOH01	09/04/2026	3235	8,525.38
Johnson, Alexander	JOH02	09/04/2026	1169	152.10
LEFDAL JR, EUGENE R	LEF00	09/04/2026	1170	1,193.76
Lepp, Emma	LEP00	09/04/2026	3236	272.18
Lister, Kaden	LIS01	09/04/2026	3237	77.35
Lopez, Joel	LOP02	09/04/2026	3239	2,228.10
Lopez, Esau	LOP01	09/04/2026	3238	2,228.11
Lowery, Katherine	LOW00	09/04/2026	3240	4,168.75
Martindale, Ryan Eugene	MAR02	09/04/2026	3241	4,977.47
Mejia Aparicio, Lilia	MEJ00	09/04/2026	3242	4,137.21
Meza, Jody L	MEZ00	09/04/2026	3243	5,193.21
Mondragon, Meagan N	MON03	09/04/2026	3244	102.99
Moore, Joanne M	MOR04	09/04/2026	3246	4,800.00
Moreci, Rory	MOR03	09/04/2026	3245	944.86
Myers, Kevin	MYE00	09/04/2026	3247	763.04
Newham, Jackson	NEW00	09/04/2026	1171	200.20
Oliver, Linda	OLI00	09/04/2026	3248	115.86
OVITZ, BRADEN	OVI00	09/04/2026	1172	473.63
Pacheco, Ruby Jean	PAC01	09/04/2026	1173	112.78
Perez, Arnulfo Zintzun	ZIN00	09/04/2026	3276	2,122.01
Perez, Izeah-Joseph	PER04	09/04/2026	3250	227.72
Perez, Margarita T	PER00	09/04/2026	3249	2,691.45
Pinedo, Edgar Esteban	PIN00	09/04/2026	3251	4,566.94
Porras, Estel	POR00	09/04/2026	3252	2,218.27
Radisich, Jordan T	RAD00	09/04/2026	3253	400.63
Richardson, Robert Alexander	RIC00	09/04/2026	3254	327.60
Rivera, Israel	RIV00	09/04/2026	3255	3,795.30
Rodrigues, Anthony	ROD00	09/04/2026	3256	3,317.27
Roenspie, Thomas Luke	ROE00	09/04/2026	3257	5,384.36
Romero, Arnulfo	ROM00	09/04/2026	3258	3,563.95

Packet: PYPKT00572 - 8/20/26-9/2/26 #18-2026

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings
Sanchez, Daniel Angel	SAN03	09/04/2026	3260	4,008.69
Sandoval, Lucila	SAN02	09/04/2026	3259	2,856.15
Schmitke, Steven	SCH05	09/04/2026	3262	2,446.80
Schmitke, Jennifer	SCH03	09/04/2026	3261	4,085.91
Shannon, Kyle Anthony	SHA02	09/04/2026	3263	2,423.32
Suarez, Bryan E	SUA02	09/04/2026	3264	2,339.50
Suarez, Armando Rueda	SUA03	09/04/2026	1174	2,410.01
Sutton, Brandon Kijana	SUT00	09/04/2026	3265	4,362.51
Swinhart, Robert	SWI00	09/04/2026	3266	2,282.44
THOMPSON, JAYDEN	THO02	09/04/2026	3267	520.48
Vargas, Giovanni	VAR01	09/04/2026	3269	483.23
Vargas, Alberto	VAR02	09/04/2026	3270	9,818.92
VARNER, ZADA	VAR00	09/04/2026	3268	313.80
Velasquez, Ivan	VELO3	09/04/2026	3271	177.45
Vlach, Raymond Joseph	VLA00	09/04/2026	3272	5,892.00
VLACH, ZOE	VLA02	09/04/2026	3273	426.26
WACKERMAN, JANET	WAC00	09/04/2026	3274	1,188.90
Ward Jr., Brian L	WAR00	09/04/2026	1175	1,193.76
Webster, Zachary	WEB00	09/04/2026	3275	3,038.58
Wyman, Jacob BW	WYM00	09/04/2026	1176	1,193.76
		Totals:		174,608.89



City of Orland, CA

Payroll Check Register Report Summary

Pay Period: 8/20/2026-9/2/2026

Packet: PYPKT00572 - 8/20/26-9/2/26 #18-2026

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	9	6,594.28
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	69	102,042.92
Total	78	108,637.20



City of Orland, CA

Payable Regi 8. A.

Payable Detail by Vendor Name

Packet: APPKT00457 - PYPKT00572 - 8/20/26-9/2/26 #18-2026

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code					On Hold				
Vendor: AME00 - American Family Life									Vendor Total:	294.28
INV0000648	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	294.28	0.00	0.00	0.00	294.28
American Family Life- Aflac		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
American Family Life- Aflac Distributions	NA		0.00	0.00	294.28	0.00	0.00	0.00	294.28	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2177	LIFE INSURANCE/AFLAC				294.28	0%				
Vendor: PER04 - California Pers									Vendor Total:	34,014.28
INV0000657	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	34,014.28	0.00	0.00	0.00	34,014.28
Pers Classic EE		AP Checking - Accounts Payable Checking			No	Payment Date: 9/4/2026			Bank Draft:	DFT0001172
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Safety Pepra ER Distributions	PY		0.00	0.00	5,935.92	0.00	0.00	0.00	5,935.92	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				5,935.92	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Safety Pepra EE Distributions	PY		0.00	0.00	5,867.64	0.00	0.00	0.00	5,867.64	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				5,867.64	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Safety ER Distributions	PY		0.00	0.00	5,494.64	0.00	0.00	0.00	5,494.64	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				5,494.64	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Safety EE Distributions	PY		0.00	0.00	1,905.67	0.00	0.00	0.00	1,905.67	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				1,905.67	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Pepra ER Distributions	PY		0.00	0.00	3,800.29	0.00	0.00	0.00	3,800.29	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				3,800.29	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Pepra EE Distributions	PY		0.00	0.00	3,714.02	0.00	0.00	0.00	3,714.02	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2174	PERS PAYABLE				3,714.02	0%				

Payable Register

Packet: APPKT00457 - PYPKT00572 - 8/20/26-9/2/26 # 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Fire Er Distributions	PY		0.00	0.00	647.48	0.00	0.00	0.00	647.48	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2174	PERS PAYABLE		647.48	0%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Fire EE Distributions	PY		0.00	0.00	640.04	0.00	0.00	0.00	640.04	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2174	PERS PAYABLE		640.04	0%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Classic ER Distributions	PY		0.00	0.00	3,943.78	0.00	0.00	0.00	3,943.78	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2174	PERS PAYABLE		3,943.78	0%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Pers Classic EE Distributions	PY		0.00	0.00	2,064.80	0.00	0.00	0.00	2,064.80	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2174	PERS PAYABLE		2,064.80	0%						

Vendor: [GOL01 - Golden State Risk](#)

Vendor Total: 32,046.77

INV0000649	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	1,630.03	0.00	0.00	0.00	1,630.03
Dental Insurance	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Dental Insurance Distributions	NA		0.00	0.00	1,630.03	0.00	0.00	0.00	1,630.03	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2176	DENTAL INSURANCE PAYABLE		1,630.03	0%						

INV0000650	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	30,072.52	0.00	0.00	0.00	30,072.52
Medical Health Insurance	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medical Health Insurance Distributions	NA		0.00	0.00	30,072.52	0.00	0.00	0.00	30,072.52	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2168	MEDICAL INS PAYABLE		30,072.52	0%						

INV0000651	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	344.22	0.00	0.00	0.00	344.22
Vision Insurance	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Vision Insurance Distributions	NA		0.00	0.00	344.22	0.00	0.00	0.00	344.22	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2169	VISION INSURANCE PAYABLE		344.22	0%						

Vendor: [MIS01 - Missionsquare - 304591](#)

Vendor Total: 2,688.93

INV0000656	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	2,688.93	0.00	0.00	0.00	2,688.93
DC% Deferred Comp Percentage	AP Checking - Accounts Payable Checking				No	Payment Date: 9/4/2026	Bank Draft:		DFT0001171	

Payable Register

Packet: APPKT00457 - PYPKT00572 - 8/20/26-9/2/26 # 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DE Amount Deferred Comp Employee Distributions	PY		0.00	0.00	930.77	0.00	0.00	0.00	930.77	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2178	DEFERRED COMPENSATION PAY		930.77	0%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
457 Def Comp Distributions	PY		0.00	0.00	492.00	0.00	0.00	0.00	492.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2178	DEFERRED COMPENSATION PAY		492.00	0%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DC% Deferred Comp Percentage Distributions	PY		0.00	0.00	1,266.16	0.00	0.00	0.00	1,266.16	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2178	DEFERRED COMPENSATION PAY		1,266.16	0%						
Vendor: OPO00 - OPOA Treasurer										Vendor Total: 680.00
INV0000654	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	680.00	0.00	0.00	0.00	680.00
OPOA DUES	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
OPOA DUES Distributions	PY		0.00	0.00	680.00	0.00	0.00	0.00	680.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2191	OPOA DUES W/H PAYABLE		680.00	0%						
Vendor: POR03 - PORAC Retiree Medical Trust										Vendor Total: 1,400.00
INV0000653	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	1,400.00	0.00	0.00	0.00	1,400.00
PORAC Retiree Medical Trust	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PORAC Retiree Medical Trust Distributions	NA		0.00	0.00	1,400.00	0.00	0.00	0.00	1,400.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5110-020	HEALTH & LIFE		1,400.00	0%						
Vendor: STA00 - State Disbursement Unit										Vendor Total: 1,353.68
INV0000658	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	817.84	0.00	0.00	0.00	817.84
200000002883609	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
200000002883609 Distributions	PY		0.00	0.00	817.84	0.00	0.00	0.00	817.84	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2180	GARNISHMENTS		817.84	0%						
INV0000659	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	216.92	0.00	0.00	0.00	216.92
200000001878748	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
200000001878748 Distributions	PY		0.00	0.00	216.92	0.00	0.00	0.00	216.92	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-2180	GARNISHMENTS		216.92	0%						

Payable Register

Packet: APPKT00457 - PYPKT00572 - 8/20/26-9/2/26 # 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0000660	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	318.92	0.00	0.00	0.00	318.92
200000001082213	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
200000001082213 Distributions	PY	0.00	0.00	318.92	0.00	0.00	0.00	318.92

Account Number	Account Name	Project Account Key	Amount	Percent
000-2180	GARNISHMENTS		318.92	0%

Vendor: [EDD01 - State Of California](#)

Vendor Total: 7,918.00

INV0000662	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	7,918.00	0.00	0.00	0.00	7,918.00
State Disability Insurance	AP Checking - Accounts Payable Checking				No	Payment Date: 9/4/2026	Bank Draft:	DFT0001174		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Disability Insurance Distributions	PY	0.00	0.00	5,719.74	0.00	0.00	0.00	5,719.74

Account Number	Account Name	Project Account Key	Amount	Percent
000-2172	SWT PAYABLE		5,719.74	0%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Disability Insurance Distributions	PY	0.00	0.00	2,198.26	0.00	0.00	0.00	2,198.26

Account Number	Account Name	Project Account Key	Amount	Percent
000-2173	SDI PAYABLE		2,198.26	0%

Vendor: [TRA02 - Transamerica](#)

Vendor Total: 312.42

INV0000652	Invoice	9/4/2026	9/4/2026	10/15/2026	9/4/2026	312.42	0.00	0.00	0.00	312.42
Term Insurance	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Term Insurance Distributions	NA	0.00	0.00	312.42	0.00	0.00	0.00	312.42

Account Number	Account Name	Project Account Key	Amount	Percent
000-2192	LIFE INSURANCE PAYABLE		312.42	0%

Vendor: [IRS00 - UNITED STATES TREASURY](#)

Vendor Total: 40,529.45

INV0000661	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	40,529.45	0.00	0.00	0.00	40,529.45
Federal Income Tax Withholding	AP Checking - Accounts Payable Checking				No	Payment Date: 9/4/2026	Bank Draft:	DFT0001173		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Income Tax Withholding Distributions	PY	0.00	0.00	4,940.22	0.00	0.00	0.00	4,940.22

Account Number	Account Name	Project Account Key	Amount	Percent
000-2171	FICA PAYABLE		4,940.22	0%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Income Tax Withholding Distributions	PY	0.00	0.00	21,123.82	0.00	0.00	0.00	21,123.82

Account Number	Account Name	Project Account Key	Amount	Percent
000-2171	FICA PAYABLE		21,123.82	0%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Income Tax Withholding Distributions	PY	0.00	0.00	14,465.41	0.00	0.00	0.00	14,465.41

Account Number	Account Name	Project Account Key	Amount	Percent
000-2170	FIT W/H PAYABLE		14,465.41	0%

Vendor: [UPE00 - UPEC, Local 792](#)

Vendor Total: 436.14

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
INV0000655	Invoice	9/4/2026	9/4/2026	9/4/2026	9/4/2026	436.14	0.00	0.00	0.00	436.14
UPEC, LOCAL 792	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
UPEC, LOCAL 792 Distributions	PY			0.00	0.00	436.14	0.00	0.00	0.00	436.14

Account Number	Account Name	Project Account Key	Amount	Percent
000-2194	UPEC UNION W/H PAYABLES		436.14	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	15	121,673.95	0.00	0.00	0.00	121,673.95	85,150.66	36,523.29
Grand Total:		121,673.95	0.00	0.00	0.00	121,673.95	85,150.66	36,523.29

Payable Register

Packet: APPKT00457 - PYPKT00572 - 8/20/26-9/2/26 #18-2026

Account Summary

Account	Name	Amount
000-2168	MEDICAL INS PAYABLE	30,072.52
000-2169	VISION INSURANCE PAYABLE	344.22
000-2170	FIT W/H PAYABLE	14,465.41
000-2171	FICA PAYABLE	26,064.04
000-2172	SWT PAYABLE	5,719.74
000-2173	SDI PAYABLE	2,198.26
000-2174	PERS PAYABLE	34,014.28
000-2176	DENTAL INSURANCE PAYABLE	1,630.03
000-2177	LIFE INSURANCE/AFLAC	294.28
000-2178	DEFERRED COMPENSATION PAY	2,688.93
000-2180	GARNISHMENTS	1,353.68
000-2191	OPOA DUES W/H PAYABLE	680.00
000-2192	LIFE INSURANCE PAYABLE	312.42
000-2194	UPEC UNION W/H PAYABLES	436.14
000-5110-020	HEALTH & LIFE	1,400.00
	Total:	121,673.95



City of Orland, CA

Payable Regi 8. A.

Payable Detail by Vendor Number

Packet: APPKT00456 - Warrant September 15, 2026

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: ABD00 - Advanced Document Concept										Vendor Total: 525.73
INV195573	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	39.42	0.00	0.00	0.00	39.42
PW/Copies August 1-31, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Copies August 1-31, 2026	NA		0.00	0.00	39.42	0.00	0.00	0.00	39.42	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5070-110	OFFICE EXPENSE				9.86	25.01%				
260-5300-110	OFFICE EXPENSE				9.85	24.99%				
270-5400-110	OFFICE EXPENSE				9.85	24.99%				
000-5030-110	OFFICE EXPENSE				9.86	25.01%				
INV196007	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	364.12	0.00	0.00	0.00	364.12
Multi-Depts/Copies August 1-31, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/Copies August 1-31, 2026	NA		0.00	0.00	364.12	0.00	0.00	0.00	364.12	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5010-110	OFFICE EXPENSE				60.69	16.67%				
000-5020-450	Supplies				60.69	16.67%				
000-5260-110	OFFICE EXPENSE				60.69	16.67%				
000-5070-110	OFFICE EXPENSE				60.69	16.67%				
260-5300-110	OFFICE EXPENSE				60.68	16.66%				
270-5400-110	OFFICE EXPENSE				60.68	16.66%				
INV196008	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	80.77	0.00	0.00	0.00	80.77
PD/Copies August 1 -31, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Copies August 1 -31, 2026	NA		0.00	0.00	80.77	0.00	0.00	0.00	80.77	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5110-210	PROF SERVICES				80.77	100.00%				
INV196009	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	21.93	0.00	0.00	0.00	21.93
FD/Printer Copies Aug 1-31, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Printer Copies Aug 1-31, 2026	NA		0.00	0.00	21.93	0.00	0.00	0.00	21.93	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
010-5120-110	OFFICE EXPENSE				21.93	100.00%				
INV196010	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	19.49	0.00	0.00	0.00	19.49
REC/Printer Copies August 1-31, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REC/Printer Copies August 1-31, 2026	NA		0.00	0.00	19.49	0.00	0.00	0.00	19.49	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5260-110	OFFICE EXPENSE				19.49	100.00%				

Payable Register

Packet: APPKT00456 - Warrant September

8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: AMA03 - Amazon Capital Services										Vendor Total: 2,303.98	
11MP-WFWV-T3XV	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	2,163.27	0.00	0.00	0.00	2,163.27	
LIB/Measure J-Books and Office Supplies,		AP Checking - Accounts Payable Checking		No							
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
LIB/Measure J-Books and Office Supplies	NA		0.00	0.00	2,163.27	0.00	0.00	0.00	2,163.27		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
000-5534-120	SPECIAL DEPT				239.05	11.05%					
015-5200-110	Office Expense				248.95	11.51%					
130-5220-120	SPECIAL DEPT				488.05	22.56%					
015-5200-120	Special Dept. Supplies				1,187.22	54.88%					
1XWH-VDRH-F3XF											
1XWH-VDRH-F3XF	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	140.71	0.00	0.00	0.00	140.71	
LIB/Elk Creek Library Air Conditioner		AP Checking - Accounts Payable Checking		No							
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
LIB/Elk Creek Library Air Conditioner	NA		0.00	0.00	140.71	0.00	0.00	0.00	140.71		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
000-5535-110	OFFICE EXPENSE				140.71	100.00%					
Vendor: AME00 - American Family Life											Vendor Total: 49.02
116455	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	49.02	0.00	0.00	0.00	49.02	
Supplemental Insurance October 2026		AP Checking - Accounts Payable Checking		No							
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Supplemental Insurance October 2026	NA		0.00	0.00	49.02	0.00	0.00	0.00	49.02		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
000-2177	LIFE INSURANCE/AFLAC				49.02	100.00%					
Vendor: AME05 - American River College											Vendor Total: 133.00
08282026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	133.00	0.00	0.00	0.00	133.00	
PD/School Resource Officer Trning Sep 21-25...		AP Checking - Accounts Payable Checking		No							
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
PD/School Resource Officer Trning Sep ...	NA		0.00	0.00	133.00	0.00	0.00	0.00	133.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
000-5110-250	TRAVEL & CONF				133.00	100.00%					
Vendor: AND06 - Edgar Andrade											Vendor Total: 150.00
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00	
PD/Uniform September 2026		AP Checking - Accounts Payable Checking		No							
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
PD/Uniform September 2026	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00		
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
010-5110-120	SPECIAL DEPT				100.00	100.00%					
September 2026											
September 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	50.00	0.00	0.00	0.00	50.00	
PD/Gym Reimbursement September 2026		AP Checking - Accounts Payable Checking		No							

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Gym Reimbursement September 20...	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		50.00	100.00%						

Vendor: [BAL00 - Baldwin Contracting Company, Inc.](#) Vendor Total: 281.79[335502](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 281.79 0.00 0.00 0.00 281.79

PW/Street Patching AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Street Patching	NA	0.00	0.00	281.79	0.00	0.00	0.00	281.79	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
210-6005-371	Street Patching & Sealing		281.79	100.00%					

Vendor: [CAR02 - Cardmember Service](#) Vendor Total: 5,379.89[Aug2026 LIB](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 118.68 0.00 0.00 0.00 118.68

LIB/Website & Email, Canva Subscription AP Checking - Accounts Payable Checking No Payment Date: 9/10/2026 Bank Draft: DFT0001177

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
LIB/Website & Email, Canva Subscription	NA	0.00	0.00	118.68	0.00	0.00	0.00	118.68	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
015-5200-160	Communications		59.92	50.49%					
000-5534-120	SPECIAL DEPT		58.76	49.51%					

[Aug2026CH](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 482.76 0.00 0.00 0.00 482.76

CH/Newspaper, Adobe Subs (Clerk & Planner) AP Checking - Accounts Payable Checking No Payment Date: 9/10/2026 Bank Draft: DFT0001178

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
CH/Newspaper, Adobe Subs (Clerk & Pl...	NA	0.00	0.00	482.76	0.00	0.00	0.00	482.76	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
000-5050-160	COMMUNICATIONS		3.00	0.62%					
000-5020-122	Technology, IT		239.88	49.69%					
000-5060-122	Technology, IT		239.88	49.69%					

[Aug2026FD](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 613.94 0.00 0.00 0.00 613.94

FD/Office Supplies, Equip & Building Maint, ... AP Checking - Accounts Payable Checking No Payment Date: 9/10/2026 Bank Draft: DFT0001176

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Office Supplies, Equip & Building Mai...	NA	0.00	0.00	613.94	0.00	0.00	0.00	613.94	
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
010-5120-200	EQUIP MAINT		328.96	53.58%					
010-5120-250	TRAVEL & CONF		25.75	4.19%					
010-5120-110	OFFICE EXPENSE		184.45	30.04%					
010-5120-140	Uniforms		41.23	6.72%					
010-5120-190	Building Maintenance		33.55	5.46%					

[Aug2026LMPD](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 414.31 0.00 0.00 0.00 414.31

PD/TLO Transunion, JAMF Software, Office S... AP Checking - Accounts Payable Checking No Payment Date: 9/10/2026 Bank Draft: DFT0001179

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/TLO Transunion, JAMF Software, Offi...	NA		0.00	0.00	414.31	0.00	0.00	0.00	414.31	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5110-210	PROF SERVICES				373.04	90.04%				
000-5110-210	PROF SERVICES				11.02	2.66%				
000-5110-110	OFFICE EXPENSE				30.25	7.30%				
Aug2026REC	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	501.66	0.00	0.00	0.00	501.66
REC/Scheduling App, Office Supplies	AP Checking - Accounts Payable Checking				No	Payment Date: 9/10/2026		Bank Draft:		DFT0001183
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REC/Scheduling App, Office Supplies	NA		0.00	0.00	501.66	0.00	0.00	0.00	501.66	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5260-110	OFFICE EXPENSE				451.66	90.03%				
000-5260-122	Technology, IT				50.00	9.97%				
AUG2026RVPD	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,449.08	0.00	0.00	0.00	1,449.08
PD/CHAT GPT, Adobe, Starlink, Suply Intervi...	AP Checking - Accounts Payable Checking				No	Payment Date: 9/10/2026		Bank Draft:		DFT0001181
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/CHAT GPT, Adobe, Starlink, Suply Int...	NA		0.00	0.00	1,449.08	0.00	0.00	0.00	1,449.08	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5110-210	PROF SERVICES				314.72	21.72%				
000-5110-240	MEMBERSHIP/DUES				442.00	30.50%				
010-5110-120	SPECIAL DEPT				692.36	47.78%				
Aug2026SJPD	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	71.38	0.00	0.00	0.00	71.38
PD/Promotion/Special Assignment Insignia	AP Checking - Accounts Payable Checking				No	Payment Date: 9/10/2026		Bank Draft:		DFT0001180
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Promotion/Special Assignment Insig...	NA		0.00	0.00	71.38	0.00	0.00	0.00	71.38	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5110-120	SPECIAL DEPT				71.38	100.00%				
Aug2026ZB	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,728.08	0.00	0.00	0.00	1,728.08
PW/Building Maintenance & City Hall Suppli...	AP Checking - Accounts Payable Checking				No	Payment Date: 9/10/2026		Bank Draft:		DFT0001182
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Building Maintenance & City Hall S...	NA		0.00	0.00	1,728.08	0.00	0.00	0.00	1,728.08	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-250	TRAVEL & CONF				328.51	19.01%				
270-5400-250	TRAVEL & CONF				69.51	4.02%				
000-5190-450	Supplies				138.68	8.03%				
000-5250-450	Supplies				868.80	50.28%				
000-5030-110	OFFICE EXPENSE				41.16	2.38%				
960-5263-000	Safety Committee Fund				281.42	16.29%				

Vendor: [CAR12 - Peter R. Carr](#)

Vendor Total: 34.96

August 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	34.96	0.00	0.00	0.00	34.96
Milage Reimbursement August 2026	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 18. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Milage Reimbursement August 2026 Distributions	NA		0.00	0.00	34.96	0.00	0.00	0.00	34.96	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5050-250	TRAVEL & CONF		34.96	100.00%						

Vendor: [CAR22 - Daniel Carranza](#) Vendor Total: 83.11

[260080](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 83.11 0.00 0.00 0.00 83.11

FD/Measure A-Meal Reimbursement for Pre... AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Measure A-Meal Reimbursement for... Distributions	NA	0.00	0.00	83.11	0.00	0.00	0.00	83.11	
Account Number	Account Name	Project Account Key	Amount	Percent					
010-5120-250	TRAVEL & CONF		83.11	100.00%					

Vendor: [CES00 - Kyle Cessna](#) Vendor Total: 100.00

[Sep 2026](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 100.00 0.00 0.00 0.00 100.00

PD/Uniform September 2026 AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
010-5110-120	SPECIAL DEPT		100.00	100.00%					

Vendor: [CHA01 - Justin Chaney](#) Vendor Total: 100.00

[September 2026](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 100.00 0.00 0.00 0.00 100.00

FD/Measure A-Uniform September 2026 AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Measure A-Uniform September 2026 Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
010-5120-140	Uniforms		100.00	100.00%					

Vendor: [COM02 - Comcast](#) Vendor Total: 399.95

[08222026](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 399.95 0.00 0.00 0.00 399.95

FD/Measure A- Internet Firehouse Aug 26 - ... AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Measure A- Internet Firehouse Aug ... Distributions	NA	0.00	0.00	399.95	0.00	0.00	0.00	399.95	
Account Number	Account Name	Project Account Key	Amount	Percent					
010-5120-160	COMMUNICATIONS (Pagers & Radi...		399.95	100.00%					

Vendor: [COR05 - Corning Ford](#) Vendor Total: 207.35

[69781](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 207.35 0.00 0.00 0.00 207.35

PW/Fleet Equipment Maintenance AP Checking - Accounts Payable Checking No

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Fleet Equipment Maintenance Distributions	NA	0.00	0.00	207.35	0.00	0.00	0.00	207.35	
Account Number	Account Name	Project Account Key	Amount	Percent					
000-5183-200	EQUIP MAINT		207.35	100.00%					

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: CRE00 - Creative Composition										Vendor Total: 674.33
40269	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	485.90	0.00	0.00	0.00	485.90
City Seal Envelopes	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
City Seal Envelopes Distributions	NA		0.00	0.00	485.90	0.00	0.00	0.00	485.90	
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5060-110	OFFICE EXPENSE				121.48	25.00%				
000-5070-110	OFFICE EXPENSE				121.48	25.00%				
260-5300-110	OFFICE EXPENSE				121.48	25.00%				
270-5400-110	OFFICE EXPENSE				121.46	25.00%				
Vendor: 40279										
40279	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	188.43	0.00	0.00	0.00	188.43
Finance Director Business Cards	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Finance Director Business Cards Distributions	NA		0.00	0.00	188.43	0.00	0.00	0.00	188.43	
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5030-110	OFFICE EXPENSE				188.43	100.00%				
Vendor: DAS00 - Dash Medical Gloves										
INV1357200	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	355.83	0.00	0.00	0.00	355.83
PD/Nitrile Gloves for Officers	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Nitrile Gloves for Officers Distributions	NA		0.00	0.00	355.83	0.00	0.00	0.00	355.83	
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5110-110	OFFICE EXPENSE				355.83	100.00%				
Vendor: DEP21 - Department Of Finance										
09012026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	200.00	0.00	0.00	0.00	200.00
PD/Parking Cite Assessment for August 2026	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Parking Cite Assessment for August ... Distributions	NA		0.00	0.00	200.00	0.00	0.00	0.00	200.00	
Account Number	Account Name		Project Account Key		Amount	Percent				
010-5110-120	SPECIAL DEPT				200.00	100.00%				
Vendor: DKW00 - D K K Web Design										
4883	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	399.00	0.00	0.00	0.00	399.00
Website Monitoring Monthly Fee 2026	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Website Monitoring Monthly Fee 2026	NA		0.00	0.00	399.00	0.00	0.00	0.00		399.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
000-5020-122	Technology, IT				33.25	0%				
000-5050-122	Technology, IT				33.25	0%				
000-5260-122	Technology, IT				33.25	0%				
000-5070-122	Technology, IT				33.25	0%				
000-5060-122	Technology, IT				33.25	0%				
000-5030-122	Technology, IT				33.25	0%				
000-5010-122	Technology, IT				33.25	0%				
260-5300-122	Technology, IT				33.25	0%				
270-5400-122	Technology, IT				33.25	0%				
010-5120-122	Technology, IT				33.25	0%				
015-5200-122	Technology, IT				33.25	0%				
010-5110-122	Ongoing IT Software Support				33.25	0%				

Vendor: [EIN02 - Gregory P. Einhorn](#) Vendor Total: 11,793.50[26809](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 11,793.50 0.00 0.00 0.00 11,793.50

CA/Contract Services-Negotiations AP Checking - Accounts Payable Checking No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CA/Contract Services-Negotiations	NA	0.00	0.00	11,793.50	0.00	0.00	0.00	11,793.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
000-5040-210	PROF SERVICES		11,793.50	100.00%

Vendor: [FER00 - Ferguson Enterprises Inc. #1423](#) Vendor Total: 13,152.37[1931987](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 1,235.84 0.00 0.00 0.00 1,235.84

PW/Water Meter Supplies AP Checking - Accounts Payable Checking No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW/Water Meter Supplies	NA	0.00	0.00	1,235.84	0.00	0.00	0.00	1,235.84

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
260-5300-450	Supplies		1,235.84	100.00%

[1932421](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 7,362.21 0.00 0.00 0.00 7,362.21

PW/Water Meter Supplies AP Checking - Accounts Payable Checking No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW/Water Meter Supplies	NA	0.00	0.00	7,362.21	0.00	0.00	0.00	7,362.21

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
260-5300-450	Supplies		7,362.21	100.00%

[1932421-1](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 368.75 0.00 0.00 0.00 368.75

PW/Water Meter Supplies AP Checking - Accounts Payable Checking No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW/Water Meter Supplies	NA	0.00	0.00	368.75	0.00	0.00	0.00	368.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
260-5300-450	Supplies		368.75	100.00%

[1933043](#) Invoice 9/10/2026 9/10/2026 9/10/2026 9/10/2026 100.69 0.00 0.00 0.00 100.69

PW/Water Meter Supplies AP Checking - Accounts Payable Checking No

Payable Register

Packet: APPKT00456 - Warrant September 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Meter Supplies Distributions	NA		0.00	0.00	100.69	0.00	0.00	0.00	100.69	
Account Number 260-5300-450	Account Name Supplies	Project Account Key			Amount 100.69	Percent 100.00%				
1933819	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,758.49	0.00	0.00	0.00	1,758.49
PW/Water Meter Supplies	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Meter Supplies Distributions	NA		0.00	0.00	1,758.49	0.00	0.00	0.00	1,758.49	
Account Number 260-5300-450	Account Name Supplies	Project Account Key			Amount 1,758.49	Percent 100.00%				
1934128	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,888.09	0.00	0.00	0.00	1,888.09
PW/Water Meter Supplies	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Meter Supplies Distributions	NA		0.00	0.00	1,888.09	0.00	0.00	0.00	1,888.09	
Account Number 260-5300-450	Account Name Supplies	Project Account Key			Amount 1,888.09	Percent 100.00%				
1934449	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	438.30	0.00	0.00	0.00	438.30
PW/Water Meter Supplies	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Meter Supplies Distributions	NA		0.00	0.00	438.30	0.00	0.00	0.00	438.30	
Account Number 260-5300-450	Account Name Supplies	Project Account Key			Amount 438.30	Percent 100.00%				
Vendor: FLO03 - Jose Flores										Vendor Total: 150.00
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number 010-5110-120	Account Name SPECIAL DEPT	Project Account Key			Amount 100.00	Percent 100.00%				
September 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	50.00	0.00	0.00	0.00	50.00
PD/Gym Reimbursement September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Gym Reimbursement September 2026 Distributions	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Account Number 010-5110-120	Account Name SPECIAL DEPT	Project Account Key			Amount 50.00	Percent 100.00%				
Vendor: FLO04 - Jose Flores										Vendor Total: 250.00
08272026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	250.00	0.00	0.00	0.00	250.00
PD/PER DIEM School Resource Trning Sep 21...	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/PER DIEM School Resource Trning S... Distributions	NA		0.00	0.00	250.00	0.00	0.00	0.00	250.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5110-250	TRAVEL & CONF		250.00	100.00%						

Vendor: FUL04 - Oscar Quezada										Vendor Total: 60.00
2693	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	60.00	0.00	0.00	0.00	60.00
PW/City Yard August 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/City Yard August 2026 Distributions	NA		0.00	0.00	60.00	0.00	0.00	0.00	60.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-210	PROF SERVICES		42.00	70.00%						
270-5400-210	PROF SERVICES		18.00	30.00%						

Vendor: GAN00 - Gandy & Staley Oil Co. Inc										Vendor Total: 2,234.71
236937	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	2,234.71	0.00	0.00	0.00	2,234.71
PW/Diesel for Fleet	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Diesel for Fleet Distributions	NA		0.00	0.00	2,234.71	0.00	0.00	0.00	2,234.71	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-270	GAS & OIL		1,489.81	66.67%						
270-5400-270	GAS & OIL		744.90	33.33%						

Vendor: GAY01 - Gaynor Telesystems Inc										Vendor Total: 8,494.91
INV000048179	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	8,494.91	0.00	0.00	0.00	8,494.91
Multi-Depts/1yr Camaras Lib-Carnegie Aug 2...	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/1yr Camaras Lib-Carnegie ... Distributions	NA		0.00	0.00	8,494.91	0.00	0.00	0.00	8,494.91	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5070-122	Technology, IT		8,494.91	100.00%						

Vendor: GLE30 - Glenn County										Vendor Total: 100.00
9926	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PW/Water Well Standby Generator	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Well Authority to Construct B.. Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-240	MEMBERSHIP/DUES		100.00	100.00%						

Vendor: GOL01 - Golden State Risk										Vendor Total: 5,571.76
EB-003872	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,413.28	0.00	0.00	0.00	1,413.28
Medical Health Insurance October 2026	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medical Health Insurance October 2026 Distributions	NA		0.00	0.00	1,413.28	0.00	0.00	0.00	1,413.28	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2168	MEDICAL INS PAYABLE				1,413.28	100.00%				
EB-003914	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	4,158.48	0.00	0.00	0.00	4,158.48
Dental/Vision Insurance	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Dental/Vision Insurance Distributions	NA		0.00	0.00	4,158.48	0.00	0.00	0.00	4,158.48	
Account Number	Account Name	Project Account Key			Amount	Percent				
000-2176	DENTAL INSURANCE PAYABLE				3,404.78	81.88%				
000-2169	VISION INSURANCE PAYABLE				753.70	18.12%				
Vendor: JOH02 - Sean Johnson										Vendor Total: 150.00
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5110-120	SPECIAL DEPT				100.00	100.00%				
September 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	50.00	0.00	0.00	0.00	50.00
PD/Gym Reimbursement September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Gym Reimbursement September 20...	NA		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5110-120	SPECIAL DEPT				50.00	100.00%				
Vendor: KELO1 - Keller Supply Company										Vendor Total: 3,754.91
S025628884.001	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,051.13	0.00	0.00	0.00	1,051.13
PW/Multi Chlorine Wells	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Multi Chlorine Wells Distributions	NA		0.00	0.00	1,051.13	0.00	0.00	0.00	1,051.13	
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-460	WATER TREATMENT				1,051.13	100.00%				
S025628884.002	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	717.71	0.00	0.00	0.00	717.71
PW/Multi Chlorine Wells	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Multi Chlorine Wells Distributions	NA		0.00	0.00	717.71	0.00	0.00	0.00	717.71	
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-460	WATER TREATMENT				717.71	100.00%				
S025669402.003	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,986.07	0.00	0.00	0.00	1,986.07
REC/Chlorine Briquettes	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1

8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REC/Chlorine Briquettes Distributions	NA		0.00	0.00	1,986.07	0.00	0.00	0.00	1,986.07	
Account Number	Account Name	Project Account Key	Amount	Percent						
015-5261-450	Pool Chemicals		1,986.07	100.00%						

Vendor: [LAC00 - Clint Lacy](#)

Vendor Total: 675.00

11	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	675.00	0.00	0.00	0.00	675.00
REC/JiuJitsu Instruction September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REC/JiuJitsu Instruction September 2026 Distributions	NA		0.00	0.00	675.00	0.00	0.00	0.00	675.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
015-5260-210	Professional Services		675.00	100.00%						

Vendor: [LES00 - Les Schwab](#)

Vendor Total: 1,358.81

61200712733	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	243.82	0.00	0.00	0.00	243.82
FD/Measure A-L26 Tires Installation	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Measure A-L26 Tires Installation Distributions	NA		0.00	0.00	243.82	0.00	0.00	0.00	243.82	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5120-200	EQUIP MAINT		243.82	100.00%						

9202026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,114.99	0.00	0.00	0.00	1,114.99
PD/PW/Fleet Equipment Maintenance	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/PW/Fleet Equipment Maintenance Distributions	NA		0.00	0.00	1,114.99	0.00	0.00	0.00	1,114.99	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5182-200	EQUIP MAINT		922.20	82.71%						
000-5183-200	EQUIP MAINT		192.79	17.29%						

Vendor: [LIF00 - Liebert Cassidy Whitmore](#)

Vendor Total: 5,835.00

326783	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	5,835.00	0.00	0.00	0.00	5,835.00
Attorney Membership July 1, 2026 - June 30,...	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Attorney/Membership July 1, 2026 - Jun...	NA		0.00	0.00	5,835.00	0.00	0.00	0.00	5,835.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5040-210	PROF SERVICES		5,835.00	100.00%						

Vendor: [LOW00 - Katherine Lowery](#)

Vendor Total: 150.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		100.00	100.00%						

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
September 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	50.00	0.00	0.00	0.00	50.00
PD/Gym Reimbursement September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Gym Reimbursement September 20...	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
010-5110-120	SPECIAL DEPT		50.00	100.00%				

Vendor: [MAC01 - Macleod Watts, Inc.](#)

Vendor Total: 1,790.00

090426Orlan	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,790.00	0.00	0.00	0.00	1,790.00
GASB 68 Report for FY 2024-2025	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GASB 68 Report for FY 2024-2025	NA	0.00	0.00	1,790.00	0.00	0.00	0.00	1,790.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
000-5030-210	PROF SERVICES		1,790.00	100.00%				

Vendor: [MAR17 - Martindale, Ryan](#)

Vendor Total: 100.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Uniform September 2026	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
010-5110-122	SPECIAL DEPT		100.00	100.00%				

Vendor: [MAT04 - Matson & Isom](#)

Vendor Total: 3,875.00

887	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	3,875.00	0.00	0.00	0.00	3,875.00
PD/Measure A-Cisco Meraki Enterprise Lic 3yr	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Measure A-Cisco Meraki Enterprise L...	NA	0.00	0.00	3,875.00	0.00	0.00	0.00	3,875.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
010-5110-122	Ongoing IT Software Support		3,875.00	100.00%				

Vendor: [MEJ01 - Lilia Mejia-Aparicio](#)

Vendor Total: 100.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Uniform September 2026	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
010-5110-120	SPECIAL DEPT		100.00	100.00%				

Vendor: [MEZ00 - Jody Meza](#)

Vendor Total: 95.70

August 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	95.70	0.00	0.00	0.00	95.70
LIB/Travel to Branch Libraries - August 2026	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 18. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
LIB/Travel to Branch Libraries - August 2...	NA		0.00	0.00	95.70	0.00	0.00	0.00		95.70
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5534-120	SPECIAL DEPT				14.50	15.15%				
000-5533-120	SPECIAL DEPT				27.55	28.79%				
000-5535-120	SPECIAL DEPT				53.65	56.06%				

Vendor: [MJB00 - MJB Welding Supply, Inc.](#)

Vendor Total: 13.64

1585726	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	13.64	0.00	0.00	0.00	13.64
PW/Shop Supplies	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PW/Shop Supplies	NA		0.00	0.00	13.64	0.00	0.00	0.00		13.64
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-450	Supplies				9.09	66.64%				
270-5400-450	Supplies				4.55	33.36%				

Vendor: [MOT00 - Motorola Solutions Inc.](#)

Vendor Total: 10,374.00

1411270176	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	10,374.00	0.00	0.00	0.00	10,374.00
PD/Measure A-Video Manager EL Cloud, Sof...	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PD/Measure A-Video Manager EL Cloud,...	NA		0.00	0.00	10,374.00	0.00	0.00	0.00		10,374.00
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5110-122	Ongoing IT Software Support				10,374.00	100.00%				

Vendor: [NAP00 - Napa Auto Parts](#)

Vendor Total: 2,681.44

08252026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	2,681.44	0.00	0.00	0.00	2,681.44
PW/Shop Supplies, Fleet/Equi Maintenance	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PW/Shop Supplies, Fleet/Equi Maintena...	NA		0.00	0.00	2,681.44	0.00	0.00	0.00		2,681.44
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5183-200	EQUIP MAINT				1,283.48	47.87%				
260-5300-200	EQUIP MAINT				698.98	26.07%				
270-5400-200	EQUIP MAINT				698.98	26.07%				

Vendor: [NUS00 - Nuso, LLC](#)

Vendor Total: 107.04

131208846	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	107.04	0.00	0.00	0.00	107.04
FD/Measure A- Phone Lines	AP Checking - Accounts Payable Checking				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
FD/Measure A- Phone Lines	NA		0.00	0.00	107.04	0.00	0.00	0.00		107.04
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5120-160	COMMUNICATIONS (Pagers & Radi...				107.04	100.00%				

Vendor: [ORE00 - O'Reilly Auto](#)

Vendor Total: 620.94

08282026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	620.94	0.00	0.00	0.00	620.94
Multi-Depts/Fleet Equipment Maintenance, ...	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/Fleet Equipment Maintena...	NA		0.00	0.00	620.94	0.00	0.00	0.00	620.94	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
000-5182-200	EQUIP MAINT				407.44	65.62%				
000-5250-200	EQUIP MAINT				189.94	30.59%				
260-5300-200	EQUIP MAINT				11.78	1.90%				
270-5400-200	EQUIP MAINT				11.78	1.90%				

Vendor: [ORH00 - Orland Hardware](#)

Vendor Total: 3,652.48

08272026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,867.49	0.00	0.00	0.00	1,867.49
Multi-Depts/Misc. Supplies/ BM	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/Misc. Supplies/ BM	NA		0.00	0.00	1,867.49	0.00	0.00	0.00	1,867.49	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
260-5300-450	Supplies				528.78	28.32%				
270-5400-450	Supplies				727.52	38.96%				
000-5170-120	SPECIAL DEPT				28.13	1.51%				
000-5183-200	EQUIP MAINT				75.12	4.02%				
000-5250-450	Supplies				248.39	13.30%				
000-5260-120	SPECIAL DEPT				33.29	1.78%				
000-5190-190	BLDG MAINT				132.23	7.08%				
380-5582-120	SPECIAL DEPT				52.93	2.83%				
015-5261-120	Special Dept Supplies				41.10	2.20%				

624189, 624406, 624583, 625504	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	210.21	0.00	0.00	0.00	210.21
PD/Measure A- New Keys and Hornet Spray	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Measure A- New Keys and Hornet Sp...	NA		0.00	0.00	210.21	0.00	0.00	0.00	210.21	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
000-5110-110	OFFICE EXPENSE				210.21	100.00%				

Aug27, 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,574.78	0.00	0.00	0.00	1,574.78
FD/Measure A- Equip & Building Maint, Offic...	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Measure A- Equip & Building Maint,...	NA		0.00	0.00	1,574.78	0.00	0.00	0.00	1,574.78	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
010-5120-200	EQUIP MAINT				124.45	7.90%				
010-5120-190	Building Maintenance				1,436.28	91.21%				
010-5120-110	OFFICE EXPENSE				14.05	0.89%				

Vendor: [ORL15 - Orland Saw & Mower](#)

Vendor Total: 2,741.85

9022026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	2,741.85	0.00	0.00	0.00	2,741.85
PW/Park Equipment Maintenance	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Park Equipment Maintenance	NA		0.00	0.00	2,741.85	0.00	0.00	0.00	2,741.85	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
000-5250-450	Supplies				1,667.11	60.80%				
000-5250-200	EQUIP MAINT				1,000.06	36.47%				
380-5582-120	SPECIAL DEPT				74.68	2.72%				

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total		
Payable Description						Bank Code	On Hold					
Vendor: PAP01 - Pape Machinery Inc.									Vendor Total:	90.53		
17075546	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	90.53	0.00	0.00	0.00	90.53		
PW/ Fleet Equipment Maintenance						AP Checking - Accounts Payable Checking		No				
Items												
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
PW/ Fleet Equipment Maintenance		NA		0.00	0.00	90.53	0.00	0.00	0.00	90.53		
Distributions												
Account Number		Account Name		Project Account Key		Amount	Percent					
000-5183-200		EQUIP MAINT				90.53	100.00%					
Vendor: PAX01 - Paxton Family Inspection Services											Vendor Total:	7,828.92
261024	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	7,828.92	0.00	0.00	0.00	7,828.92		
BD/Professional Service & Mileage August 2...						AP Checking - Accounts Payable Checking		No				
Items												
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
BD/Professional Service & Mileage Augu...		NA		0.00	0.00	7,828.92	0.00	0.00	0.00	7,828.92		
Distributions												
Account Number		Account Name		Project Account Key		Amount	Percent					
000-5070-220		CONTRACT SVCS				6,610.00	84.43%					
000-5070-220		CONTRACT SVCS				85.00	1.09%					
000-5070-220		CONTRACT SVCS				1,133.92	14.48%					
Vendor: PEC01 - City Management Advisors LLC dba: Peckham & McKenney									Vendor Total:	10,000.00		
2	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	10,000.00	0.00	0.00	0.00	10,000.00		
City Manager Search-Professional Fee Retai...						AP Checking - Accounts Payable Checking		No				
Items												
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
City Manager Search-Professional Fee R...		NA		0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00		
Distributions												
Account Number		Account Name		Project Account Key		Amount	Percent					
000-5030-210		PROF SERVICES				10,000.00	100.00%					
Vendor: PEN05 - Penguin Management Inc									Vendor Total:	3,192.00		
25752	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	3,192.00	0.00	0.00	0.00	3,192.00		
FD/Measure A-EDispatch						AP Checking - Accounts Payable Checking		No				
Items												
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
FD/Measure A-EDispatch		NA		0.00	0.00	3,192.00	0.00	0.00	0.00	3,192.00		
Distributions												
Account Number		Account Name		Project Account Key		Amount	Percent					
010-5120-160		COMMUNICATIONS (Pagers & Radi...				3,192.00	100.00%					
Vendor: PER04 - California Pers									Vendor Total:	1,260.15		
7/23/26-8/5/26	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,260.15	0.00	0.00	0.00	1,260.15		
Payroll #16-2026						AP Checking - Accounts Payable Checking		No				
						Payment Date: 9/1/2026		Bank Draft:		DFT0001168		
Items												
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Payroll #16-2026		NA		0.00	0.00	1,260.15	0.00	0.00	0.00	1,260.15		
Distributions												
Account Number		Account Name		Project Account Key		Amount	Percent					
000-2174		PERS PAYABLE				1,260.15	100.00%					
Vendor: PIN01 - Edgar Pinedo									Vendor Total:	100.00		
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00		
PD/Uniform September 2026						AP Checking - Accounts Payable Checking		No				

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		100.00	100.00%						

Vendor: [QUI02 - Quill Corp.](#)

Vendor Total: 555.83

50074173	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	12.44	0.00	0.00	0.00	12.44
Council/Sign	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Council/Sign Distributions	NA	0.00	0.00	12.44	0.00	0.00	0.00	12.44	
Account Number	Account Name	Project Account Key	Amount	Percent					
000-5010-110	OFFICE EXPENSE		12.44	100.00%					

50108653	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	402.04	0.00	0.00	0.00	402.04
PD/Office Supplies	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Office Supplies Distributions	NA	0.00	0.00	402.04	0.00	0.00	0.00	402.04	
Account Number	Account Name	Project Account Key	Amount	Percent					
000-5110-110	OFFICE EXPENSE		199.67	49.66%					
000-5110-110	OFFICE EXPENSE		202.37	50.34%					

50127330	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	141.35	0.00	0.00	0.00	141.35
Multi-Depts/Envelopes	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/Envelopes Distributions	NA	0.00	0.00	141.35	0.00	0.00	0.00	141.35	
Account Number	Account Name	Project Account Key	Amount	Percent					
000-5050-110	OFFICE EXPENSE		11.78	8.33%					
270-5400-110	OFFICE EXPENSE		11.78	8.33%					
260-5300-110	OFFICE EXPENSE		11.78	8.33%					
000-5020-450	Supplies		11.78	8.33%					
000-5030-110	OFFICE EXPENSE		11.78	8.33%					
015-5260-110	Office Expense		23.56	16.67%					
015-5200-110	Office Expense		23.56	16.67%					
010-5120-110	OFFICE EXPENSE		11.77	8.33%					
000-5110-110	OFFICE EXPENSE		23.56	16.67%					

Vendor: [R&B00 - R&B A Core & Main Company](#)

Vendor Total: 1,461.93

2594766	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,461.93	0.00	0.00	0.00	1,461.93
PW/Water Supplies - Hydrants	AP Checking - Accounts Payable Checking				No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Supplies - Hydrants Distributions	NA	0.00	0.00	1,461.93	0.00	0.00	0.00	1,461.93	
Account Number	Account Name	Project Account Key	Amount	Percent					
260-5300-450	Supplies		1,461.93	100.00%					

Vendor: [RIV02 - Israel Rivera](#)

Vendor Total: 100.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		100.00	100.00%						

Vendor: ROE02 - Thomas Roenspie									Vendor Total:	100.00
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		100.00	100.00%						

Vendor: ROM00 - Arnie Romero									Vendor Total:	902.52
09032026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	700.00	0.00	0.00	0.00	700.00
PW/Reimbursement for Uniforms		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Reimbursement for Uniforms Distributions	NA		0.00	0.00	700.00	0.00	0.00	0.00	700.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-140	UNIFORMS		466.67	66.67%						
270-5400-140	UNIFORMS		233.33	33.33%						
09082026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	202.52	0.00	0.00	0.00	202.52
PW/Boot Reimbursement (22/23)		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Boot Reimbursement (22/23) Distributions	NA		0.00	0.00	202.52	0.00	0.00	0.00	202.52	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-140	UNIFORMS		101.26	50.00%						
270-5400-140	UNIFORMS		101.26	50.00%						

Vendor: SAC01 - Sacramento Valley Mirror									Vendor Total:	565.60
4486	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	80.80	0.00	0.00	0.00	80.80
Legal Notices: Election Notices		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legal Notices: Election Notices Distributions	NA		0.00	0.00	80.80	0.00	0.00	0.00	80.80	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5010-150	ADVERTISING		80.80	100.00%						
4512	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	484.80	0.00	0.00	0.00	484.80
Legal Notices: Planning Notices		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Legal Notices: Planning Notices Distributions	NA		0.00	0.00	484.80	0.00	0.00	0.00	484.80	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5060-150	ADVERTISING		484.80	100.00%						

Vendor: SAN11 - Daniel Sanchez									Vendor Total:	100.00
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Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Uniform September 2026 Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Account Number	Account Name	Project Account Key		Amount	Percent			
010-5110-120	SPECIAL DEPT			100.00	100.00%			

Vendor: [SAN12 - Lucila Sandoval](#)

Vendor Total: 100.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Uniform September 2026 Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Account Number	Account Name	Project Account Key		Amount	Percent			
010-5110-120	SPECIAL DEPT			100.00	100.00%			

Vendor: [SCH19 - Steven Schmitke](#)

Vendor Total: 726.36

09012026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	726.36	0.00	0.00	0.00	726.36
PW/Hotel for Training	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW/Hotel for Training Distributions	NA	0.00	0.00	726.36	0.00	0.00	0.00	726.36
Account Number	Account Name	Project Account Key		Amount	Percent			
260-5300-250	TRAVEL & CONF			726.36	100.00%			

Vendor: [STO04 - Jeffrey G. Dunn](#)

Vendor Total: 248.00

08302026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	248.00	0.00	0.00	0.00	248.00
Pest Control Services - August 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Pest Control Services - August 2026 Distributions	NA	0.00	0.00	248.00	0.00	0.00	0.00	248.00
Account Number	Account Name	Project Account Key		Amount	Percent			
000-5190-450	Supplies			248.00	100.00%			

Vendor: [SUT02 - Sutton, Brandon](#)

Vendor Total: 150.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Uniform September 2026 Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Account Number	Account Name	Project Account Key		Amount	Percent			
010-5110-120	SPECIAL DEPT			100.00	100.00%			

September 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	50.00	0.00	0.00	0.00	50.00
PD/Gym Reimbursement September 2026	AP Checking - Accounts Payable Checking				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PD/Gym Reimbursement September 20... Distributions	NA	0.00	0.00	50.00	0.00	0.00	0.00	50.00
Account Number	Account Name	Project Account Key		Amount	Percent			
010-5110-120	SPECIAL DEPT			50.00	100.00%			

Payable Register

Packet: APPKT00456 - Warrant September 1 8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Vendor: SWI02 - Robert Swinhart									Vendor Total:	314.04
09092026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	314.04	0.00	0.00	0.00	314.04
PW/Uniform Allowance		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW/Uniform Allowance Distributions	NA	0.00	0.00	314.04	0.00	0.00	0.00	314.04		
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-140	UNIFORMS				157.02	50.00%				
270-5400-140	UNIFORMS				157.02	50.00%				
Vendor: T&S01 - T And S DVBE, Inc.									Vendor Total:	319.46
26-1527	Invoice	9/9/2026	9/9/2026	9/9/2026	9/9/2026	319.46	0.00	0.00	0.00	319.46
PW/Street Supplies		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW/Street Supplies Distributions	NA	0.00	0.00	319.46	0.00	0.00	0.00	319.46		
Account Number	Account Name	Project Account Key			Amount	Percent				
210-6005-370	Road Maintenanc				319.46	100.00%				
Vendor: THO05 - Thomas Hydraulic And									Vendor Total:	623.41
36849	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	623.41	0.00	0.00	0.00	623.41
PW/Equipment Maintenance		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW/Equipment Maintenance Distributions	NA	0.00	0.00	623.41	0.00	0.00	0.00	623.41		
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5183-200	EQUIP MAINT				623.41	100.00%				
Vendor: T-M00 - T-Mobile									Vendor Total:	94.08
08202026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	94.08	0.00	0.00	0.00	94.08
LIB/Wifi Hotspot Charges Jul 21-Aug 20, 2026		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
LIB/Wifi Hotspot Charges Jul 21-Aug 20,...	NA	0.00	0.00	94.08	0.00	0.00	0.00	94.08		
Account Number	Account Name	Project Account Key			Amount	Percent				
015-5200-160	Communications				94.08	100.00%				
Vendor: TRU00 - True Blue Propane									Vendor Total:	188.13
08272026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	188.13	0.00	0.00	0.00	188.13
PW/Yearly Propane Tank Rent		AP Checking - Accounts Payable Checking			No					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW/Yearly Propane Tank Rent Distributions	NA	0.00	0.00	188.13	0.00	0.00	0.00	188.13		
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-170	UTILITIES				188.13	100.00%				
Vendor: UMP00 - Umpqua Bank									Vendor Total:	868.37
09092026	Invoice	9/2/2026	9/10/2026	9/10/2026	9/10/2026	868.37	0.00	0.00	0.00	868.37
Harland Clark Checks for Accounts Payables		AP Checking - Accounts Payable Checking			No	Payment Date: 9/2/2026		Bank Draft:		DFT0001175

Payable Register

Packet: APPKT00456 - Warrant September 1

8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Harland Clark Checks for Accounts Payab.. Distributions	NA		0.00	0.00	868.37	0.00	0.00	0.00	868.37	
Account Number	Account Name	Project Account Key	Amount	Percent						
000-5030-110	OFFICE EXPENSE		868.37	100.00%						

Vendor: [USA04 - Usa Blue Book](#)

Vendor Total: 59.22

SC52773	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	59.22	0.00	0.00	0.00	59.22
PW/Water Tools	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Water Tools Distributions	NA		0.00	0.00	59.22	0.00	0.00	0.00	59.22	
Account Number	Account Name	Project Account Key	Amount	Percent						
260-5300-450	Supplies		59.22	100.00%						

Vendor: [VAL02 - Valley Rock Products](#)

Vendor Total: 778.20

100689	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	514.59	0.00	0.00	0.00	514.59
PW/Street Materials	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Street Materials Distributions	NA		0.00	0.00	514.59	0.00	0.00	0.00	514.59	
Account Number	Account Name	Project Account Key	Amount	Percent						
210-6005-370	Road Maintenanc		514.59	100.00%						

100759	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	31.71	0.00	0.00	0.00	31.71
PW/Street Materials	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Street Materials Distributions	NA		0.00	0.00	31.71	0.00	0.00	0.00	31.71	
Account Number	Account Name	Project Account Key	Amount	Percent						
210-6005-370	Road Maintenanc		31.71	100.00%						

8312026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	231.90	0.00	0.00	0.00	231.90
PW/Street Materials	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Street Materials Distributions	NA		0.00	0.00	231.90	0.00	0.00	0.00	231.90	
Account Number	Account Name	Project Account Key	Amount	Percent						
210-6005-370	Road Maintenanc		231.90	100.00%						

Vendor: [VAR01 - Alberto Vargas](#)

Vendor Total: 100.00

Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026 Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
010-5110-120	SPECIAL DEPT		100.00	100.00%						

Vendor: [VER01 - Verdant Commercial Capital](#)

Vendor Total: 476.75

906382641	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	43.30	0.00	0.00	0.00	43.30
Rec/Printer Lease 8/23/26 - 9/22/26	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1

8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Rec/Printer Lease 8/23/26 - 9/22/26	NA		0.00	0.00	43.30	0.00	0.00	0.00	43.30	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5260-110	OFFICE EXPENSE				43.30	100.00%				
906394732	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	389.07	0.00	0.00	0.00	389.07
Multi-Depts/Copier Lease August 2026	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Multi-Depts/Copier Lease August 2026	NA		0.00	0.00	389.07	0.00	0.00	0.00	389.07	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
000-5030-110	OFFICE EXPENSE				55.58	14.29%				
000-5010-110	OFFICE EXPENSE				55.58	14.29%				
000-5020-450	Supplies				55.58	14.29%				
000-5260-110	OFFICE EXPENSE				55.58	14.29%				
000-5070-110	OFFICE EXPENSE				55.58	14.29%				
260-5300-110	OFFICE EXPENSE				55.58	14.29%				
270-5400-110	OFFICE EXPENSE				55.59	14.29%				
906394733	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	44.38	0.00	0.00	0.00	44.38
FD/Printer Lease	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FD/Printer Lease	NA		0.00	0.00	44.38	0.00	0.00	0.00	44.38	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5120-110	OFFICE EXPENSE				44.38	100.00%				
Vendor: VIS04 - Vestis Group Inc.										Vendor Total: 1,549.55
08302026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	1,549.55	0.00	0.00	0.00	1,549.55
PW/Uniform Cleaning - August 2026	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PW/Uniform Cleaning - August 2026	NA		0.00	0.00	1,549.55	0.00	0.00	0.00	1,549.55	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
260-5300-140	UNIFORMS				1,033.03	66.67%				
270-5400-140	UNIFORMS				516.52	33.33%				
Vendor: VLA00 - Raymond J. Vlach										Vendor Total: 100.00
Sep 2026	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	100.00	0.00	0.00	0.00	100.00
PD/Uniform September 2026	AP Checking - Accounts Payable Checking				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PD/Uniform September 2026	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
010-5110-120	SPECIAL DEPT				100.00	100.00%				
Vendor: WES14 - Westside Ambulance										Vendor Total: 22,200.00
WAA-91926	Invoice	9/10/2026	9/10/2026	9/10/2026	9/10/2026	22,200.00	0.00	0.00	0.00	22,200.00
Westside Ambulance / Measure J - Septemb...	AP Checking - Accounts Payable Checking				No					

Payable Register

Packet: APPKT00456 - Warrant September 1

8. A.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Westside Ambulance / Measure J - Sept... Distributions	NA		0.00	0.00	22,200.00	0.00	0.00	0.00	22,200.00	
Account Number	Account Name		Project	Account Key	Amount	Percent				
015-5121-175	Ambulance Subsidy				22,200.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	112	146,414.05	0.00	0.00	0.00	146,414.05	7,508.41	138,905.64
Grand Total:		146,414.05	0.00	0.00	0.00	146,414.05	7,508.41	138,905.64

Account Summary

Account	Name	Amount
000-2168	MEDICAL INS PAYABLE	1,413.28
000-2169	VISION INSURANCE PAYABLE	753.70
000-2174	PERS PAYABLE	1,260.15
000-2176	DENTAL INSURANCE PAYABLE	3,404.78
000-2177	LIFE INSURANCE/AFLAC	49.02
000-5010-110	OFFICE EXPENSE	128.71
000-5010-122	Technology, IT	33.25
000-5010-150	ADVERTISING	80.80
000-5020-122	Technology, IT	273.13
000-5020-450	Supplies	128.05
000-5030-110	OFFICE EXPENSE	1,175.18
000-5030-122	Technology, IT	33.25
000-5030-210	PROF SERVICES	11,790.00
000-5040-210	PROF SERVICES	17,628.50
000-5050-110	OFFICE EXPENSE	11.78
000-5050-122	Technology, IT	33.25
000-5050-160	COMMUNICATIONS	3.00
000-5050-250	TRAVEL & CONF	34.96
000-5060-110	OFFICE EXPENSE	121.48
000-5060-122	Technology, IT	273.13
000-5060-150	ADVERTISING	484.80
000-5070-110	OFFICE EXPENSE	247.61
000-5070-122	Technology, IT	8,528.16
000-5070-220	CONTRACT SVCS	7,828.92
000-5110-110	OFFICE EXPENSE	1,021.89
000-5110-210	PROF SERVICES	779.55
000-5110-240	MEMBERSHIP/DUES	442.00
000-5110-250	TRAVEL & CONF	383.00
000-5170-120	SPECIAL DEPT	28.13
000-5182-200	EQUIP MAINT	1,329.64
000-5183-200	EQUIP MAINT	2,472.68
000-5190-190	BLDG MAINT	132.23
000-5190-450	Supplies	386.68
000-5250-200	EQUIP MAINT	1,190.00
000-5250-450	Supplies	2,784.30
000-5260-110	OFFICE EXPENSE	630.72
000-5260-120	SPECIAL DEPT	33.29
000-5260-122	Technology, IT	83.25
000-5533-120	SPECIAL DEPT	27.55
000-5534-120	SPECIAL DEPT	312.31
000-5535-110	OFFICE EXPENSE	140.71
000-5535-120	SPECIAL DEPT	53.65
Total:		67,950.47

Account	Name	Amount
010-5110-120	SPECIAL DEPT	2,713.74
010-5110-122	Ongoing IT Software Support	14,282.25
010-5120-110	OFFICE EXPENSE	276.58
010-5120-122	Technology, IT	33.25
010-5120-140	Uniforms	141.23
010-5120-160	COMMUNICATIONS (Pagers & Radios)	3,698.99
010-5120-190	Building Maintenance	1,469.83
010-5120-200	EQUIP MAINT	697.23
010-5120-250	TRAVEL & CONF	108.86
Total:		23,421.96

Payable Register

Packet: APPKT00456 - Warrant September 15, 2026

Account Summary

Account	Name	Amount
015-5121-175	Ambulance Subsidy	22,200.00
015-5200-110	Office Expense	272.51
015-5200-120	Special Dept. Supplies	1,187.22
015-5200-122	Technology, IT	33.25
015-5200-160	Communications	154.00
015-5260-110	Office Expense	23.56
015-5260-210	Professional Services	675.00
015-5261-120	Special Dept Supplies	41.10
015-5261-450	Pool Chemicals	1,986.07
Total:		26,572.71

Account	Name	Amount
210-6005-370	Road Maintenanc	1,097.66
210-6005-371	Street Patching & Sealing	281.79
Total:		1,379.45

Account	Name	Amount
260-5300-110	OFFICE EXPENSE	259.37
260-5300-122	Technology, IT	33.25
260-5300-140	UNIFORMS	1,757.98
260-5300-170	UTILITIES	188.13
260-5300-200	EQUIP MAINT	710.76
260-5300-210	PROF SERVICES	42.00
260-5300-240	MEMBERSHIP/DUES	100.00
260-5300-250	TRAVEL & CONF	1,054.87
260-5300-270	GAS & OIL	1,489.81
260-5300-450	Supplies	15,211.39
260-5300-460	WATER TREATMENT	1,768.84
Total:		22,616.40

Account	Name	Amount
270-5400-110	OFFICE EXPENSE	259.36
270-5400-122	Technology, IT	33.25
270-5400-140	UNIFORMS	1,008.13
270-5400-200	EQUIP MAINT	710.76
270-5400-210	PROF SERVICES	18.00
270-5400-250	TRAVEL & CONF	69.51
270-5400-270	GAS & OIL	744.90
270-5400-450	Supplies	732.07
Total:		3,575.98

Account	Name	Amount
380-5582-120	SPECIAL DEPT	127.61
Total:		127.61

Account	Name	Amount
960-5263-000	Safety Committee Fund	281.42
Total:		281.42

Payable Register

Packet: APPKT00456 - Warrant September 15, 2026

Account Summary

Account	Name	Amount
130-5220-120	SPECIAL DEPT	488.05
Total:		488.05



ORLAND CITY COUNCIL REGULAR MEETING Tuesday, September 1, 2026

CALL TO ORDER

The meeting was called to order by Mayor Barr at 6:00 PM.

ROLL CALL

Councilmembers Present: Councilmembers JC Tolle, John McDermott, Wade Elliott, Vice Mayor Alex Enriquez and Mayor Terrie Barr

Councilmembers Absent: None

Staff Present: Interim City Manager Justin Chaney, City Clerk Jennifer Schmitke, City Attorney Scott Drexel, Negotiation Attorney Greg Einhorn(via Zoom), Recreation Manager Olivia Esquivel, Finance Director Joanne Moore

CITIZENS COMMENTS ON CLOSED SESSION - None

MEETING ADJOURNED TO CLOSED SESSION AT 6:00 PM

CLOSED SESSION ENDED AND RECONVENED TO REGULAR SESSION AT 6:30 PM

REPORT FROM CLOSED SESSION - *City Council met in Closed Session with City staff and City Attorney Scott Drexel to discuss conference with real property negotiators, as posted on the agenda. Pursuant to Government Code § 54956.8, Mayor Barr reported that no reportable action was taken.*

PLEDGE OF ALLEGIANCE

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS:

Orland resident Earl Megginson inquired whether the new water tank was operational. Interim City Manager Justin Chaney reported that all parts have been received and the City is awaiting the contractor to complete the remaining work.

CONSENT CALENDAR

- A. Warrant List (Payable Obligations)
- B. Approve City Council Minutes for August 18, 2026
- C. Receive and File Recreation Commission Minutes from April 22, 2026
- D. Receive and File Economic Development Commission Minutes from February 10, 2026

ACTION: Councilmember McDermott moved, seconded by Councilmember Tolle to approve the Consent Calendar presented. The motion carried by a voice vote, 5-0.

ADMINISTRATIVE BUSINESS

Feline Population Reduction Program: History, Status of the \$25,000 Allocation, Reimbursement Demand, and Requested Direction

Interim City Manager Justin Chaney provided history to the Council regarding the City's prior consideration of funding and support for feral cat population reduction efforts and Hidden Treasures Cat Rescue & Sanctuary. The report reviewed the City's previous actions, including the November 7, 2023, designation of \$25,000 in ARPA funds toward a countywide spay/neuter voucher program, which was never implemented.

Mr. Drexel explained that the \$25,000 remains an internally designated General Fund amount and that no funds have been spent. He also reviewed a request from Hidden Treasures for approximately \$9,000 in reimbursement for self-prepared vouchers. Mr. Drexel advised that the previously approved voucher program was never implemented, no vouchers were authorized or issued, and no agreement was executed with Hidden Treasures; therefore, no payment was recommended at this time.

Hidden Treasures owner Valerie Johnson expressed her appreciation to the City and stated that she was grateful for the community's support. Ms. Johnson explained that she had implemented the voucher program independently. She acknowledged that the City has no obligation to reimburse Hidden Treasures but expressed her desire for the City to support the sanctuary's efforts to reduce the feline population. Ms. Johnson stated that she would consider the funds she requested from the City to be a donation to the community. She shared that she was proud of the community and believed that significant progress had been made in reducing the feline population through the efforts of Hidden Treasures and community support.

Council thanked staff for the detailed information provided in the staff report and discussed the need for a spay and neuter program available through all veterinary providers, with County participation and support. Council discussed the history of the voucher program and noted that the program had not been implemented while the City awaited County participation and support.

Council also discussed other sources of support for Hidden Treasures and the ongoing health and safety concerns related to the feline population.

Councilmember Tolle stated that he believed the program could move forward with assistance from the County and Animal Control, noting that the original program was intended to be a partnership. Vice Mayor Enriquez expressed support for continuing to pursue the voucher program due to the ongoing need in the community.

Mayor Barr clarified her understanding that Ms. Johnson was indicating that Hidden Treasures no longer needed financial support from the City. Ms. Johnson stated that she wanted Hidden Treasures to be a blessing to the City and not a burden. Mayor Barr suggested that staff explore public education efforts to encourage spay and neuter services within the community.

ACTION: Mayor Barr moved, seconded by Councilmember Tolle to rescind the November 7, 2023 designation of \$25k and return the funds to unrestricted General Fund status. Motion carried by a voice vote 5-0.

824 Fourth Street - Property History, Fiscal Analysis and Direction

Interim City Manager Justin Chaney presented a staff report providing a consolidated history and fiscal analysis of the City-owned property located at 824 Fourth Street. Mr. Chaney reviewed the property's acquisition in 2006, the original intent to develop the site for public-safety services, and the subsequent use of the property as a commercial rental. He also reviewed prior Council discussions regarding potential relocation of City Hall to the property and expansion of the Police Department at the existing City Hall site.

Mr. Chaney discussed the current condition of the building, including structural deterioration, water damage, potential hazardous materials, and other building deficiencies requiring substantial repairs before the property could be occupied or rented.

Council reviewed five potential options for the property: adaptive reuse as a civic campus, demolition and new construction, sale of the property, stabilization and holding the property, or commercial redevelopment/lease/partnership. Mr. Chaney reviewed the advantages, disadvantages, and fiscal considerations associated with each option.

Council discussed the potential future use of the property, the condition and rehabilitation costs of the existing building, the City's future City Hall and Police Department needs, and potential funding sources. Councilmembers expressed differing opinions regarding Option 2 – Demolish and Build New on 824 Site and Option 3 – Sell Property. Councilmembers Tolle, McDermott, and Elliott favored Option 2 while remaining open to Option 3. Vice Mayor Enriquez favored Option 2, noting the property's prime downtown location. Mayor Barr favored Option 3 but remained open to Option 2 and suggested that the property near the water tank on Sixth Street, where a public safety facility had previously been proposed, may be a better location for a future City Hall.

After discussion, Council directed staff to pursue Option 3 by exploring the sale of the property. Council requested that the matter return for further discussion regarding Option 2 if the property does not sell within the next few months. Council also directed staff to research potential grant funding for a new City Hall and requested that Mr. Chaney identify a qualified real estate agent to obtain a current appraisal of the property.

Resolution Approving a Memorandum of Understanding with the United Public Employees of California, Local 792, General Unit, for the Period July 1, 2026 Through June 30, 2027

Interim City Manager Justin Chaney presented the Memorandum of Understanding with the United Public Employees of California, Local 792, General Unit, to Council. Council moved straight to a vote without discussion or public comment.

ACTION: Councilmember Elliott moved, seconded by Councilmember Tolle, to adopt Resolution No. 2026-15 approving the Memorandum of Understanding and authorizing its execution. Motion carried by a voice vote 5-0.

Resolution Approving a Memorandum of Understanding with the United Public Employees of California, Local 792, Mid-Management Unit, for the Period July 1, 2026 Through June 30, 2027

Interim City Manager Justin Chaney presented the Memorandum of Understanding with the United Public Employees of California, Local 792, Mid-Management Unit to Council. Council moved straight to a vote without discussion or public comment.

ACTION: Councilmember Elliott moved, seconded by Vice Mayor Enriquez, to adopt Resolution No. 2026-16 approving the Memorandum of Understanding and authorizing its execution. Motion carried by a voice vote 5-0.

City Manager Verbal Report

Interim City Manager Justin Chaney reported that the City Manager recruitment flyer has been distributed and reminded Council that the application deadline is September 25, 2026. Mr. Chaney also reported that the Waste Management contract is scheduled to be presented at the September 15, 2026, City Council meeting.

Mr. Chaney provided an update on outstanding financial reporting, stating that Finance Director Joanne Moore is working to complete delinquent financial reports and City Treasurer Leticia Espinosa is working to close out delinquent housing reports.

City Council Communications and Reports

Councilmember Elliott reported that he attended the first ad hoc meeting with the City and County regarding the tax-sharing agreement and stated that the City and County are working together on the agreement.

Mayor Barr announced that an art gallery show will be held Friday, September 4, 2026.

Councilmember McDermott expressed his appreciation for Interim City Manager Chaney and City staff, stating that they are doing a wonderful job. He also agreed with Councilmember Tolle's comments regarding how good it feels to see the City getting back on track and moving forward.

Councilmember Tolle thanked Mr. Chaney and City staff for their efforts and stated that they are doing a great job helping the City move forward. He also reported that he attended a Waste Management meeting the previous week.

Vice Mayor Enriquez reported that he attended the Planning Commission meeting and reminded the community and Council of the many programs offered by the Recreation Department, including upcoming adult jiu-jitsu and youth soccer programs. He also suggested that the Finance Director consider attending an Economic Development Commission meeting to assist with a discussion regarding the city budget.

MEETING ADJOURNED 7:25 PM

Jennifer Schmitke, City Clerk

Terrie Barr, Mayor



PLANNING COMMISSION REGULAR MEETING MINUTES

Thursday, July 23, 2026

CALL TO ORDER – The meeting was called to order by Vice Chairperson Montague at 5:30 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL:

Commissioners present:	Commissioners Sharon Lazorko, Tyler Rutledge, Daniel Louder, and Vice Chairperson Vern Montague
Commissioner absent:	Chairperson Stephen Nordbye
Councilmember(s) present:	Councilmember Enriquez
Staff present:	City Planner Jake Morley and City Clerk Jennifer Schmitke

ORAL AND WRITTEN COMMUNICATIONS:

Orland resident Jan Walker shared that the Crepe Myrtle Trees in town are dropping sap and wanted to see if public works can spray the trees. Ms. Walker also asking about future meetings with Caltrans.

CONSENT CALENDAR

A. Approval of Planning Commission Minutes from June 25, 2026

ACTION: Commissioner Louder moved, seconded by Commissioner Rutledge to approve the consent calendar as presented. Motion carried by a voice vote, 5-0.

ADMINISTRATIVE BUSINESS

A. Lakewest Parkside Project – General Plan Amendment and Rezone of 5.7 acres (APN 041-262-028) of land at the southwest corner of South Street and Pabst Avenue.

City Planner Jake Morley presented the staff report regarding the Lakewest Parkside project, located on approximately 5.7 acres at the southwest corner of South Street and Pabst Avenue (APN 041-262-028), directly south of the Glenn County Fairgrounds. He explained that the project includes a General Plan Amendment to change the land use designation from Low Density Residential to High Density Residential and a Rezone from the R-1 Single Family zoning district to the R-3 Multiple Family zoning district.

Mr. Morley reminded the Commission that the item was originally heard on May 14, 2026, at which time the applicant requested, and the Planning Commission approved, a continuance to allow additional

information to be provided. He further reported that on June 16, 2026, the applicant submitted another request for a continuance to allow additional time for the project team to discuss the proposal internally.

Staff recommended that the Planning Commission continue the public hearing to the July 23, 2026, Planning Commission meeting.

Stephen Butler with Precision Surveying and Representative for the Lakewest Parkside Project shared the firm has asked for more time to come up with alternatives to present to the community and shared that he plans to meet with the City Planner and Stephen Nordbye to discuss the plans and project before coming back to the Commission.

ACTION: Commissioner Rutledge moved, seconded by Commissioner Lazorko to continue the discussion to the August 27th Planning Commission meeting. Motion carried by a voice vote, 5-0.

B. Housing Element - Status Update

City Planner Jake Morley presented an informational report regarding the City's 2021–2029 Housing Element, outstanding implementation programs, and Housing Annual Progress Report (APR) requirements. Morley explained that the City's 2023, 2024, and 2025 APRs have not been submitted to HCD and that staff is currently compiling the required project and building permit information and coordinating with HCD.

Morley reviewed several outstanding Housing Element programs that require zoning or Municipal Code amendments, including provisions for housing types, supportive and transitional housing, group homes, density bonuses, emergency shelters, large-household housing, and the No Net Loss program. He stated that these items will be brought before the Planning Commission and City Council for consideration through the public hearing process.

The Planning Commission reviewed and discussed the informational report and asked questions regarding the preparation of the current Housing Element. Mr. Morley explained that Housing Tools prepared the Housing Element under the direction of a former City Planner. He noted that the current Housing Element remains in effect through 2029 and that the City would not need to begin planning for an update until 2028. The Commission clarified whether the annual APR was current, and Mr. Morley stated that he would bring that information back to the Commission at a future meeting. Commission members also expressed frustration with the State's housing programs and requirements.

Ms. Walker asked about the percentage of housing in Orland that is designated as low-income. Ms. Walker stated that she is not opposed to development but would like to see more housing opportunities for middle-income residents.

FUTURE AGENDA ITEMS

Mr. Morley stated that he would be bringing the continued item back to the Planning Commission. He also advised the Commission of a proposed tire shop site plan review and use permit.

Mr. Morley asked the Commission about a historical discrepancy between the City's online GIS map and the printed land use map, explaining that he needed clarification because of a potential project that would require the applicable standards to be implemented. The Commission was not familiar with the matter. Mr. Morley stated that the project may require preparation of a resolution and ordinance.

Chairperson Nordbye suggested that Mr. Morley reach out to Councilmember Elliott as a possible resource for historical information.

COMMISSIONERS REPORTS

- Commissioner Lazorko commented that the homes between the arch and Heartland have been well maintained.
- Commissioner Rutledge had nothing to report.
- Vice Chairperson Montague had nothing to report.
- Chairperson Nordbye shared that he had given Mr. Morely a tour of Orland to help familiarize him with the community and stated that he is available to give tours to others as well.

ADJOURNMENT – 6:13 PM

Respectfully submitted,

Jennifer Schmitke, City Clerk

Stephen Nordbye, Vice Chairperson



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 15th, 2026

TO: Honorable Mayor and City Council

FROM: Justin Chaney, Interim City Manager

SUBJECT: **Surplus Property – 824 Fourth Street (APN 040-212-009)**

SUMMARY:

The City owns 0.36 acres of real property (Property) located at 824 Fourth Street (APN 040-212-009), and on September 1, 2026, the City Council directed staff to explore selling the property. To sell the property, the City must comply with the Surplus Land Act. This agenda item requests that the City Council declare the Property exempt surplus land so staff can begin complying with the Surplus Land Act requirements.

BACKGROUND and ANALYSIS

The Surplus Land Act (SLA) (Government Code Section 54220 et seq.) establishes the process local agencies must follow when disposing of surplus land. The SLA requires local agencies to prioritize affordable housing, as well as parks and open space, when disposing of surplus land. Under these requirements, “surplus land” is defined as land the agency determines is not necessary for its use, and “disposal” includes long-term leases of more than 15 years.

Before any action can be taken to dispose of the Property, the City Council must declare the Property as either “surplus land” or “exempt surplus land,” through formal action in a regular public meeting supported by written findings.

In this instance, pursuant to the SLA, the subject site would be exempt surplus land because it is under a half-acre in size, not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. Further, the subject Property is not located in a “Notice Zone” such as the (i) coastal zone; (ii) adjacent to a historical unit of the State Parks System; (iii) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or (iv) within the Lake Tahoe region. The Property is no longer necessary for City use and disposition would eliminate maintenance costs and return the property to the tax roll.

FISCAL IMPACT

Disposition of the Property would reduce the City’s maintenance costs, generate sales proceeds and property tax revenue by returning the Property to the property tax rolls, and provide interested parties the opportunity to reactivate the Property. This recommendation has no staffing impact beyond the normal budgeted scope of duties.

ATTACHMENTS

- A. City Council Resolution No. 2026-____
- a. Assessor's Parcel Map

RECOMMENDATION:

Adopt a Resolution declaring 824 Fourth Street (APN 040-212-009) is exempt surplus land pursuant to Government Code Section 54221, authorizing the City Manager, or designee, to take all actions and execute any documents necessary to ensure compliance with the Surplus Land Act and State regulations related thereto, and finding the declaration to be exempt from the California Environmental Quality Act pursuant to Sections 15060(c)(3), 15061(b)(3) and 15312.

CITY COUNCIL

CITY OF ORLAND



9. A.

RESOLUTION NO. 2026-_____

A RESOLUTION DECLARING 824 FOURTH STREET (APN 040-212-009) IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO TAKE ALL ACTIONS AND EXECUTE ANY DOCUMENTS NECESSARY TO ENSURE COMPLIANCE WITH THE SURPLUS LAND ACT AND STATE REGULATIONS RELATED THERETO, AND FINDING THE DECLARATION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTIONS 15060(C)(3), 15061(B)(3) AND 15312.

WHEREAS, the City owns 0.36 acres of real property at 824 Fourth Street (Property) (APN 040-212-009) which is designated Commercial on the General Plan Diagram and located in the C-2 Community Commercial zoning district; and

WHEREAS, on September 1, 2026, the City Council discussed various options for the Property, and directed staff to pursue the option of selling the Property; and

WHEREAS, California Government Code section 54221(b)(1) requires the Council to take formal action at a regular public meeting to declare the Property “exempt surplus land” and not necessary for City municipal use before the City may take any action to dispose of the Property; and

WHEREAS, the Property is “exempt surplus land” under Government Code section 54221(f)(1)(B) in that the Property is:

1. Less than half-acre (0.50) in size; and
2. Not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and
3. Not located in a coastal zone, not adjacent to a historical unit of the State Parks System, not listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, and not within the Lake Tahoe region; and

4. No longer necessary for city use; and

WHEREAS, disposition would eliminate maintenance costs and return the Property to the tax roll.

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

SECTION 1. Incorporation of Recitals: The recitals in this Resolution are true and correct and incorporated herein.

SECTION 2. Declaration. Based on the findings set forth in the recitals, the City Council hereby declares that the Property is not necessary for the City's use and is "exempt surplus land" pursuant to Government Code section 54221(f)(1)(B).

SECTION 3. Authorization. The City Manager, or designee, is authorized to take all actions and execute any documents necessary to ensure compliance with the Surplus Land Act and State regulations.

SECTION 4. Environmental Review. The actions contemplated herein are exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that these activities may have a significant effect on the environment pursuant to CEQA Guidelines sections 15060(c)(3), 15061(b)(3) and 15312.

APPROVED AND ADOPTED by the members of the City Council of the City of Orland this 15th day of September 2026 by the following vote:

AYES:

NOES:

ABSENT:

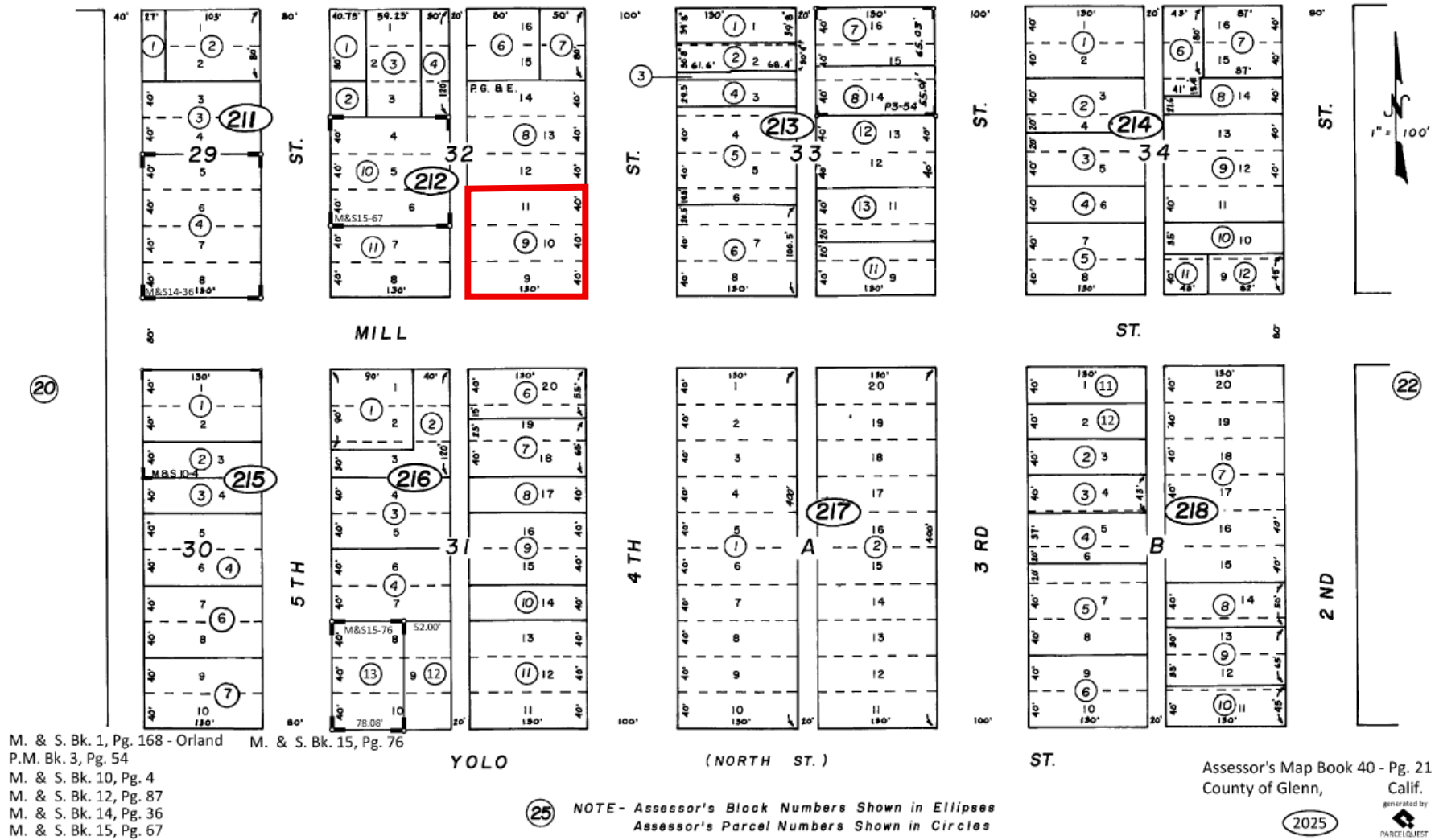
ABSTAIN:

Terrie Barr, Mayor

ATTEST:

Jennifer Schmitke, City Clerk

Exhibit – Assessor's Parcel Map



APN: 040-212-009 – 824 Fourth Street, 0.36 Acres



CITY OF ORLAND STAFF REPORT
MEETING DATE: September 15th, 2026

TO:	Honorable Mayor and City Council
FROM:	Justin Chaney, Interim City Manager
SUBJECT:	Waste Management Presentation Regarding Delinquent Accounts, Bad Debt, and Proposed Memorandum of Understanding (Discussion/Action)

BACKGROUND

The City of Orland and USA Waste of California, Inc., doing business as Waste Management (WM), are parties to a Collection Franchise Agreement with a franchise date of January 1, 2021 and an expiration date of December 31, 2030. The agreement grants WM the exclusive right and obligation to provide solid waste, recyclable materials, and organic materials collection services within the City. The City Code requires collection service for occupied properties and provides enforcement tools when required service is not maintained.

WM has identified a significant number of delinquent customer accounts within the City. The account-aging report provided for this agenda item, dated October 31, 2025, identifies 206 accounts with balances more than 120 days past due.

City staff and WM have been working on a coordinated approach intended to reduce delinquent balances, identify properties that are required to maintain service, improve the accuracy of owner and service-account information, and establish a consistent process for communication and enforcement. A Memorandum of Understanding (MOU) has been prepared for Council consideration.

DISCUSSION

The Collection Franchise Agreement allows WM to discontinue collection service to customers who become at least 60 days delinquent, subject to the agreement terms. Orland City Code Section 8.12.125 requires collection service for occupied properties and authorizes the City to pursue compliance, including written notice and, after the required process, collection of confirmed unpaid delinquent accounts against the property. The proposed MOU is intended to coordinate those existing responsibilities; it does not amend or replace the Collection Franchise Agreement, the Master Franchise Agreement, or the City Code.

The MOU establishes a two-phase process. During the initial phase, the City would provide WM with current occupied-property and exempt-property information, send an informational letter to property owners regarding mandatory service and enforcement authority, and send a second notice to owners of accounts that are 60 or more days delinquent and eligible for suspension. WM would match City

property-owner information to its service accounts, identify discrepancies and unmatched properties, and provide the City with a delinquent-account mailing list.

During the ongoing phase, the City would provide updated property-owner information at least twice each year, provide updates regarding exempt properties, send subscription letters to owners of suspended accounts, and conduct regular code enforcement. WM would provide monthly lists of suspended and closed accounts, communicate in writing with owners whose accounts are 60 or more days delinquent, continue data matching, and meet with City staff quarterly to review the delinquent-account process.

The proposed process is designed to address both collection of existing delinquent balances and prevention of future bad debt. It also creates a recurring method for identifying properties where service has been closed or suspended even though City Code requires continued subscription. Under the MOU, each party bears its own costs unless otherwise agreed in writing, and either party may terminate the MOU for convenience upon 60 days notice.

WM representatives will present the account information and proposed process to the City Council and will be available to answer questions. Council may receive the presentation, discuss the proposed MOU, provide direction regarding implementation, and determine whether to authorize execution of the MOU.

FISCAL IMPACT

The MOU does not require a direct payment from the City to WM. The city will be assisting Waste Management with the process. There is no direct impact to the city budget.

ATTACHMENTS

A. Memorandum of Understanding between the City of Orland and USA Waste of California, Inc. (d/b/a Waste Management)

B. City of Orland Collection Franchise Agreement

RECOMMENDATION

Receive the Waste Management presentation regarding delinquent accounts and bad debt; discuss the proposed coordinated collection and enforcement process; and authorize the City Manager to execute the Memorandum of Understanding in substantially the form attached, subject to final review and approval as to form by the City Attorney.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of _____, 2026 (the “Effective Date”), by and between the **CITY OF ORLAND**, a municipal corporation organized under the laws of the State of California (the “City”), and **USA WASTE OF CALIFORNIA, INC.**, a Delaware corporation authorized to transact business in California and doing business as Waste Management (“WM”). The City and WM are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, WM (as Collection Franchisee) and the City are parties to that certain Collection Franchise Agreement with a Franchise Date of January 1, 2021 and an expiration date of December 31, 2030 (as amended from time to time, the “Collection Franchise Agreement”), under which WM holds the exclusive right and obligation to provide solid waste, recyclable materials, and organic materials collection services within the City limits;

WHEREAS, the Collection Franchise Agreement is entered into in conjunction with the Master Franchise Agreement effective January 1, 2020 between the County of Glenn and WM, of which the City is an intended third-party beneficiary (the “Master Franchise Agreement”), and both agreements are governed by the laws of the State of California;

WHEREAS, Chapter 8.12 of the Orland City Code (the “City Code”) establishes mandatory solid waste collection service requirements within the City, grants an exclusive collection franchise, and provides the City with enforcement authority, including the ability to record liens against delinquent properties;

WHEREAS, the accumulation of unpaid, delinquent, and uncollectible customer accounts (collectively, “bad debt”) reduces the revenue available to support reliable collection services and undermines the City’s mandatory-service and diversion objectives;

WHEREAS, the Parties desire to establish a coordinated, two-phase plan to reduce bad debt and the number of delinquent customers by aligning the City’s property and enforcement data with WM’s billing and account records, standardizing communications to property owners, and establishing recurring reporting and coordination between the Parties; and

WHEREAS, this MOU is intended to memorialize the Parties’ respective obligations and to supplement, and not to amend, supersede, or diminish, the Collection Franchise Agreement, the Master Franchise Agreement, or the City Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 — PURPOSE

1.1 Purpose. The purpose of this MOU is to set forth the respective obligations of the City and WM in a coordinated effort to reduce bad debt and the number of delinquent customers within the City, to be carried out in two phases: an Initial Phase and an Ongoing Phase.

1.2 Relationship to Existing Agreements. This MOU supplements the Collection Franchise Agreement, the Master Franchise Agreement, and the City Code. In the event of a conflict between this MOU and any of those instruments, the Collection Franchise Agreement, Master Franchise Agreement, and City Code shall govern, and nothing in this MOU shall be construed to reduce or waive any right or obligation of either Party under those instruments.

1.3 No City Liability for Customer Accounts. As provided in Section 8.A of the Collection Franchise Agreement, WM may collect service fees only from its customers, and the City is not liable for paying those fees. Nothing in this MOU obligates the City to pay, guarantee, or reimburse WM for any customer service fees, Delinquent Accounts, or bad debt, and neither the City's execution of nor its performance under this MOU is an acknowledgment of any liability for those amounts. Any use of the lien, personal obligation, or special assessment remedies in City Code Section 8.12.125 H remains within the City's discretion and subject to the notice and hearing requirements of that section.

ARTICLE 2 — DEFINITIONS

For purposes of this MOU, the following terms have the meanings set forth below. Capitalized terms not defined herein have the meanings given to them in the Collection Franchise Agreement or the City Code.

2.1 "Closed Account" means a service account that has been terminated or discontinued for a property that is required to subscribe to collection service under the City Code.

2.2 "Delinquent Account" means a customer account for collection service on which payment has not been received by its due date, in accordance with WM's billing terms and the City Code.

2.3 "Effective Date" has the meaning set forth in the preamble.

2.4 "Exempt Property" means a property that is exempt from mandatory WM collection service under the City Code, as identified by the City.

2.5 "Initial Phase" means the initial implementation period described in Article 3, commencing on the Effective Date and continuing until the Parties have completed the obligations set forth in that Article, or such other date as the Parties mutually agree in writing.

2.6 "Occupied Property" means an improved parcel within the City that is occupied and subject to mandatory collection service under the City Code, and that is not an Exempt Property.

2.7 "Ongoing Phase" means the recurring period following completion of the Initial Phase, during which the Parties perform the continuing obligations set forth in Article 4.

2.8 “**Property Owner Information**” means, for each Occupied Property, the owner’s name, the owner’s mailing address, the parcel number, the service address, and the date of ownership.

2.9 “**Suspended Account**” means a service account for which collection service has been suspended by WM as a result of nonpayment, as permitted under the City Code and the Collection Franchise Agreement.

ARTICLE 3 — INITIAL PHASE OBLIGATIONS

3.1 City Obligations — Initial Phase

During the Initial Phase, the City shall:

- (a) **Occupied Property List.** Provide WM with a current list of Occupied Properties, including, for each property, the Property Owner Information (owner’s name, owner’s mailing address, parcel number, service address, and date of ownership);
- (b) **Exempt Property List.** Provide WM with a list of properties that are exempt from WM’s collection services;
- (c) **Initial Letter to All Owners.** Send an initial letter to all property owners outlining (i) the City’s mandatory-services ordinance, (ii) WM’s right to suspend collection services for unpaid accounts, and (iii) the City’s authority to place a lien on properties with delinquent accounts; and
- (d) **Second Letter to Delinquent Owners.** Send a second letter, directed only to accounts that are sixty (60) or more days delinquent and eligible for service suspension, notifying those owners of the delinquency and the pending eligibility for suspension of service.

3.2 WM Obligations — Initial Phase

During the Initial Phase, WM shall:

- (a) **Data Matching.** Match the Property Owner Information provided by the City against WM’s service address accounts, and identify discrepancies, unmatched properties, and accounts requiring follow-up; and
- (b) **Delinquent Account Mailing List.** Provide the City with a mailing list of Delinquent Accounts to enable the City to complete the second-letter mailing described in Section 3.1(d).

ARTICLE 4 — ONGOING PHASE OBLIGATIONS

4.1 City Obligations — Ongoing Phase

Following the Initial Phase, and continuing for the term of this MOU, the City shall:

- (a) **Updated Property Owner Information.** Send updated Property Owner Information to WM at least twice per calendar year;

- (b) **Exempt Property Updates.** Send regular updates to WM identifying properties that are exempt from WM's collection services;
- (c) **Subscription Letters for Suspended Accounts.** Send letters to the property owners of Suspended Accounts directing them to subscribe to collection service in accordance with Orland City Code Section 8.12.125 H.1; and
- (d) **Code Enforcement.** Conduct regular code enforcement with respect to Suspended Accounts, in the manner and to the extent the City determines appropriate in the exercise of its enforcement discretion.

4.2 WM Obligations — Ongoing Phase

Following the Initial Phase, and continuing for the term of this MOU, WM shall:

- (a) **Monthly Suspended Account List.** Provide the City with a list of Suspended Accounts on a monthly basis;
- (b) **Monthly Closed Account List.** Provide the City with a monthly list of Closed Accounts for properties that are required to subscribe to collection service;
- (c) **Written Communication to Delinquent Owners.** Send written communication to property owners whose accounts are sixty (60) or more days delinquent; and
- (d) **Quarterly Meetings.** Meet with the City on a quarterly basis to provide updates on, and coordinate, the delinquent-account process.

4.3 Continuing Data Matching

Throughout the Ongoing Phase, WM shall continue to match updated Property Owner Information provided by the City against its service address accounts, consistent with Section 3.2(a).

ARTICLE 5 — COORDINATION AND ADMINISTRATION

5.1 Party Representatives. Each Party shall designate a representative to serve as the primary point of contact for the coordination, data exchange, and communications contemplated by this MOU. Each Party may change its designated representative upon written notice to the other Party.

5.2 Data Format and Exchange. The Parties shall cooperate in good faith to establish a mutually acceptable format and secure method for exchanging Property Owner Information, Exempt Property lists, mailing lists, and the monthly and quarterly reports described herein.

5.3 Data Use and Confidentiality. Each Party shall use the data and lists exchanged under this MOU solely for the purposes of this MOU and shall handle such data in accordance with applicable law, including the California Public Records Act and applicable privacy requirements. Nothing in this MOU requires either Party to disclose information in violation of applicable law.

5.4 Costs. Except as otherwise agreed in writing, each Party shall bear its own costs of performing its obligations under this MOU. This provision does not modify any cost-

allocation or reimbursement provision of the Collection Franchise Agreement or the Master Franchise Agreement.

ARTICLE 6 — TERM AND TERMINATION

6.1 Term. This MOU shall commence on the Effective Date and shall continue in effect until the expiration or earlier termination of the Collection Franchise Agreement, unless earlier terminated in accordance with this Article.

6.2 Termination for Convenience. Either Party may terminate this MOU for convenience upon sixty (60) days' prior written notice to the other Party.

6.3 Termination for Cause. Either Party may terminate this MOU upon thirty (30) days' prior written notice if the other Party materially fails to perform its obligations under this MOU and does not cure such failure within the thirty (30)-day notice period.

6.4 Effect of Termination. Termination of this MOU shall not affect the Parties' respective rights and obligations under the Collection Franchise Agreement, the Master Franchise Agreement, or the City Code, all of which shall remain in full force and effect in accordance with their terms.

ARTICLE 7 — DISPUTE RESOLUTION

7.1 Good-Faith Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU through direct discussions between their designated representatives.

7.2 Escalation and Mediation. If a dispute is not resolved through direct discussions within thirty (30) days, either Party may request that the dispute be escalated to senior representatives of each Party. If the dispute remains unresolved, the Parties shall submit the dispute to non-binding mediation before a mutually agreed mediator, with the costs of mediation shared equally.

7.3 Litigation; Venue. If the dispute is not resolved through mediation, either Party may pursue any remedy available at law or in equity. Notwithstanding the foregoing, neither Party shall be liable to the other for monetary damages arising out of any breach of this MOU, and the remedies for such a breach are limited to termination under Article 6 and equitable relief. Any litigation shall be brought in the state courts located in Glenn County, California.

7.4 Continued Performance. During the pendency of any dispute, the Parties shall continue to perform their respective obligations under this MOU to the extent not directly affected by the dispute.

ARTICLE 8 — GENERAL PROVISIONS

8.1 Governing Law. This MOU is governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts-of-laws principles.

8.2 Notices. All notices under this MOU shall be given in writing in the manner provided in Section 15B of the Master Franchise Agreement, or to such other address as a Party may designate by written notice.

8.3 No Amendment of Existing Agreements. This MOU does not amend, modify, or supersede the Collection Franchise Agreement, the Master Franchise Agreement, or the City Code. In the event of any conflict, those instruments shall control as provided in Section 1.2.

8.4 Amendment. This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

8.5 Assignment. Neither Party may assign this MOU without the prior written consent of the other Party, except as permitted under the Collection Franchise Agreement or the Master Franchise Agreement.

8.6 Independent Parties. Nothing in this MOU creates a partnership, joint venture, or agency relationship between the Parties. Neither Party has authority to bind the other except as expressly provided herein.

8.7 Compliance with Law. Each Party shall perform its obligations under this MOU in compliance with all applicable federal, state, and local laws, including the City Code.

8.8 Severability. If any provision of this MOU is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.9 Entire Understanding. This MOU constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions and understandings with respect to that subject matter, except for the Collection Franchise Agreement, the Master Franchise Agreement, and the City Code.

8.10 Counterparts. This MOU may be executed in counterparts, including by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

8.11 Authority. Each person signing this MOU represents and warrants that they are duly authorized to execute this MOU on behalf of the Party for which they sign.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

CITY OF ORLAND

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

USA WASTE OF CALIFORNIA, INC. (d/b/a Waste Management)

By: _____

Name: _____

Title: _____

Date: _____

COLLECTION FRANCHISE



USA Waste of California, Inc.

COLLECTION

Franchise Date: January 1, 2021

Expiration Date: December 31, 2030

The City of Orland ("City") and USA Waste of California, Inc., a Delaware corporation ("Collection Franchisee"), enter into this Collection Franchise (the "Contract" or "Collection Franchise") as of the franchise date. City and Collection Franchisee may be referred to herein as a "Party" or collectively the "Parties".

FINDINGS. The City Council finds as follows:

Each and every finding contained in the Master Franchise Agreement is incorporated herein by this reference and is made part of this Collection Franchise agreement.

REPRESENTATIONS AND WARRANTIES.

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

1. **Collection Franchisee's Corporate Status.** Collection Franchisee is a corporation duly organized (DE), validly existing, and in good standing under the laws of the State of California. It is qualified to transact business in California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.
2. **Collection Franchisee's Corporate Authorization.** Collection Franchisee has the authority to enter into this Agreement and perform its obligations under this Agreement. The Board of Directors of Collection Franchisee (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Collection Franchisee represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Collection Franchisee.
3. **Agreement Will Not Cause Breach.** To the best of each Party's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which Collection Franchisee, County or City is a party or by which Collection Franchisee or any of its properties or assets are bound, or constitutes a default hereunder.

4. **No Litigation.** To the best of Collection Franchisee's knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending or threatened against any party wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:
 - a. Materially adversely affect the performance by Collection Franchisee of its obligations hereunder;
 - b. Adversely affect the validity or enforceability of this Agreement;
 - c. Have a material adverse effect on the reputation of the Collection Franchisee, its parent or Affiliates; or,
 - d. Have a material adverse effect on the financial condition of Collection Franchisee, or any surety or entity guaranteeing Collection Franchisee's performance under this Agreement.
5. **No Adverse Judicial Decisions.** To the best of each Party's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge legal challenge.
6. **No Legal Prohibition.** To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that each Party signed this Agreement that would prohibit the performance of either of their obligations under this Agreement and the transactions contemplated hereby.
7. **Collection Franchisee's Ability to Perform.** Collection Franchisee possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Collection Franchisee possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement. By virtue of its long term service to the City, Collection Franchisee has intimate knowledge of the Franchise Area and Customers to accurately estimate the cost of services and revenues from billings as described in this Agreement. By virtue of its corporate relationships, Collection Franchisee has an intimate knowledge of existing legislation and regulatory requirements and the resources required to perform those services in the Franchise Area.

8. **Collection Franchisee's Investigation.** Collection Franchisee has made an independent investigation and analysis, the results of which are satisfactory to Collection Franchisee, of the conditions and circumstances surrounding the Agreement, its content and preparation, and the work to be performed by Collection Franchisee under the Agreement. The Agreement accurately and fairly represents the intentions of Collection Franchisee and Collection Franchisee enters into this Agreement on the basis of that independent investigation and analysis.

DEFINITIONS.

For the purpose of this Collection Franchise Agreement, hereinafter referred to as "Agreement," the following words and phrases shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement. If a capitalized word or phrase is not defined in this Agreement or in the Master Franchise, the definition of such word or phrase as contained in the City of Orland Ordinance Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1. **"Agreement"** means this Collection Franchise Agreement together with the Master Franchise Agreement entered into between the City and Collection Franchisee, including all exhibits, and any future amendments hereto.
2. **"Applicable Law"** means all federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, Processing or Disposal of Discarded Materials that are currently in force and as may be enacted, issued or amended during the Term of this Agreement.
3. **"Bin"** means a metal or plastic container, with a capacity of one (1) cubic yard up to, and including, six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the City. Bins may also include Compactors that are owned by the Multi-Family Dwelling (MFD) or Commercial Service Customer wherein the MFD or Commercial Collection Service occurs, provided such containers are compatible with Franchisee's vehicles.
4. **"Business Days"** mean Days during which the City's offices are open to do business with the public.

5. **"CalRecycle"** means the California Department of Resources Recycling and Recovery or its successor.
6. **"Cart"** means a heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons (available for seniors only) and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels.
7. **"Change in Law"** means any or all of the following events or conditions:
 - a. The adoption, promulgation, modification, or change in law (including County/City's change in or addition of franchisee fees) or in judicial or administrative interpretation of the law occurring after the date this agreement is first executed by a party);
 - b. Any order or judgment of any regulatory authority issued after the date this agreement is first executed by a party if the order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the party relying thereon, or anyone for whom that party is directly responsible; and the party relying on the order or judgment makes reasonable business efforts to contest that order or judgment, unless the other party excuses it from contest; or
 - c. A regulatory authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the franchise date; or
 - d. A regulatory authority fails to issue or renew permit or suspends, interrupts or terminates any permit after the franchise date and the regulatory authority's actions is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or anyone for whom that party is directly responsible.
8. **"Collect or Collection (or any variation thereof)"** means the Collection Franchisee taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Glenn County Transfer Station or other approved facility, pursuant to this Agreement.
9. **"Collection Services"** means all or any part of the activities involved in the collection of Discarded Materials specified in this Collection Franchise Agreement and its transportation to the Glenn County Transfer Station for disposal or a processing facility for recycling or composting.

10. **"Commercial or Commercial Service Unit"** means all retail, professional, office, wholesale and industrial facilities, organizations, agencies other than City agencies, and other commercial enterprises offering goods or services to the public excluding businesses conducted at any Residential property. For purposes of this Agreement, Commercial Service Units include Multi-Family Dwellings which receive Bin-based Collection Services.
11. **"Commercial Waste"** means Solid Waste, Recyclable Materials, and Compostable Materials (if added to this Agreement) generated at a Commercial Service Unit. Commercial Waste must be generated by and at the Commercial Service Unit wherein the Commercial Waste is Collected and does not include items defined herein as Exempt Waste.
12. **"Compactor"** means a mechanical apparatus that compresses materials together within the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.
13. **"Compost"** means the resulting material from Composting.
14. **"Compostable Materials"** means those Organic Materials which are accepted by Collection Franchisee's processing facility to create Compost. Compostable Materials include Source Separated Green Waste and Food Waste, subject to requirements and limitations of the processing facility.
15. **"Composting"** means the controlled or uncontrolled biological decomposition of organic constituents such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2 and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations Chapter 3.1.
16. **"Construction and Demolition Debris (C&D)"** means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. "Construction and Demolition Debris" or "C&D" also includes rocks, soils, tree remains, and other Green Waste which results from land clearing or land development operations in preparation

for construction. "Construction and Demolition Debris" or "C&D" do not include Exempt Waste.

17. **"Container"** means Bins, Carts, Compactors, and Drop Boxes.
18. **"Contamination (or any variation thereof)"** means the inclusion in a Container of Exempt Waste of any amount; or materials other than Green Waste in a Green Waste Container; or materials other than Compostable Materials in an Compostable Materials Container (if added to this Agreement), or materials other than Recyclable Materials in a Recyclable Materials Container.
19. **"City Service Unit"** means those City properties or City locations which the City requests that Collection Franchisee provide services as provided in Attachment 15 in this Agreement.
20. **"City Waste"** means Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), and Bulky Items generated at a City Service Unit. City Waste must be generated by and at the City Service Unit wherein the City Waste is Collected from normal operations and does not include items defined herein as Exempt Waste.
21. **"Covered Electronic Waste (CEW)"** means discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device, as specified by Section 42463(f) of the California Public Resources Code. CEWs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.
22. **"Customer"** means the Person to whom the Collection Franchisee submits its billing invoice and collects payment from for Collection Services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be the Person who occupies the Premises, the owner of the Premises, or the company that manages the Premises.
23. **"Day"** means calendar day unless otherwise specified in this agreement.
24. **"Discarded Materials"** means Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), Bulky Items, and C&D placed by a

Generator in a Container and/or at a location for the purposes of Collection by Collection Franchisee, excluding Exempt Waste.

25. **"Diversion (or any variation thereof)"** means activities which reduce or eliminate the amount of Solid Waste to be Disposed including, but not limited to, reuse, Recycling, and Composting.
26. **"Drop Box"** means Containers with a typical capacity of twenty (20) to thirty (30) cubic yards that are serviced by a roll-off Collection vehicle.
27. **"Dwelling Unit"** means any individual living unit in a Single-Family Dwelling or Multi-Family Dwelling structure or building intended for, or capable of being utilized for, Residential living other than a hotel or motel.
28. **"E-Waste"** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.
29. **"Exempt Waste"** means Hazardous Substances, Hazardous Waste, Infectious Waste, sludge, volatile, corrosive, biomedical, infectious, and toxic substances or material that Collection Franchisee reasonably believes would, as a result of or upon Disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Collection Franchisee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Collection Franchisee or County to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Solid Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.
30. **"Food Waste"** means Solid Waste that will decompose and/or putrefy including: (i) all kitchen and table food scraps; (ii) animal, fruit, grain, dairy, fish, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) non-recyclable paper or discarded paper that is contaminated with food scraps and is ink-free and is compostable; and, (iv) houseplant trimmings and

other compostable organic waste common to the occupancy of Residential Dwelling Units. Food Waste must have been Source Separated and generated by and at the Service Unit where it is Collected. Food Waste does not include Exempt Waste. Food Waste is a subset of Organic Materials.

31. **"Franchise Area"** means (i) the entire incorporated territory included within the City limits as of the Effective Date of this Agreement; and, (ii) such additional incorporated area as may thereafter become included with the County limits from time to time due to annexation.
32. **"Franchise Date"** means the date on which this Agreement becomes effective.
33. **"Garbage"** means all putrescible wastes and all animal or vegetable refuse or residue that results from the preparation or care for, or treatment of food stuffs intended to be used as food or has resulted from the preparation or handling of food for human consumption, or any decayed or unsound meat, fish, fowl or vegetable. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected. Garbage does not include those items defined herein as Exempt Waste.
34. **"Generator"** means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes any of these items to become subject to regulation.
35. **"Green Waste"** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter which has been Source Separated by the Customer and set out for Green Waste Materials collection and which except for such Source Separation and set out would have been Processed or Disposed of as Solid Waste. Green Waste includes plant debris, such as cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees (without stands, flocking or ornamentation), and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste. Green Waste is a subset of Organic Materials.
36. **"Hazardous Substance"** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances" or hazardous material, Hazardous Waste, toxic waste, pollutant, or toxic substances or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Law,

49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

37. **"Hazardous Waste"** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
38. **"Holidays"** shall mean the observed holiday for Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
39. **"Multi-Family Dwelling (MFD) Waste"** means Solid Waste, Compostable Materials (if added to this Agreement), Recyclable Materials, and Bulky Items generated at an MFD Service Unit. MFD Waste must be generated by and at the MFD Service Unit wherein the MFD Waste is Collected and does not include items defined herein as Exempt Waste.
40. **"Multi-Family, Multi-Family Dwelling (MFD), or Multi-Family Service Unit"** means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent) that receive centralized Collection Service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in townhomes, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who elect to receive individual service and are billed separately shall not be considered Multi-Family unless and until that Customer elects to receive combined service and/or billing. For purposes of this Agreement, Multi-Family Dwellings which receive Bin-based Collection Services shall be considered Commercial Service Units.

41. **"Organic Materials"** means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, bio-solids, digestate, and sludges.
42. **"Premises"** means any land or building in the Franchise Area where Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), Bulky Items, or C&D are generated or accumulated.
43. **"Processing"** means to sort, separate, prepare, treat, bale or otherwise package, Compost, cure, or to take other steps necessary to re-use materials at the Transfer Station or other approved facility, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse, Recycling and Composting.
44. **"Recyclable Materials"** means the materials defined as such in Attachment 1.
45. **"Recycle or Recycling"** means the process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
46. **"Residential or Residential Property"** means on, of or pertaining to a Single-Family Premises, irrespective of whether such Premises are rental units or owner-occupied, or whether Commercial activities are conducted thereon or therefrom, provided that such Commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property.
47. **"SB 1383"** means Chapter 395, Statutes of 2016 [Lara, SB 1383] relating to short lived climate pollutants, commonly referred to as "SB 1383" as amended, supplemented, superseded, and replaced from time to time, and providing for a directive from CalRecycle providing for the diversion of organic material from landfills, where 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, 75% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025, and 20% improvement in edible food recovery by 2025.
48. **"Service Recipient"** means an individual, agency, organization, or company receiving Collection Services pursuant to this Agreement.

49. **"Service Unit"** means all SFD Service Units, MFD Service Units, City Service Units, or Commercial Service Units.

50. **"Single Family Dwelling (SFD) Waste"** means Solid Waste, Green Waste, Recyclable Materials, Compostable Material (if added to this Agreement), and Bulky Items generated at an SFD Service Unit. SFD Waste must be generated by and at the SFD Service Unit wherein the SFD Waste is Collected and does not include items defined herein as Exempt Waste.

51. **"Single-Family, Single-Family Dwelling (SFD), or Single-Family Service Unit"** means, notwithstanding any contrary definition in the City Code, any detached or attached house or residence of any number of Dwelling Units where each Dwelling Unit is designed or used for occupancy by one (1) family, provided that Collection Service can feasibly be provided to each Dwelling Unit as an independent unit, and the owner or occupant of such independent Dwelling Unit is billed directly for the Collection Service.

52. **"Solid Waste"** means all putrescible and non-putrescible solid, semisolid, and liquid wastes including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, discarded home and industrial appliances, sludge which is not Hazardous Waste, and other discarded solid and semi-solid wastes as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, but does not include materials that have been Source Separated, abandoned vehicles and parts thereof, or Exempt Waste. Solid Waste may include Recyclable Materials, Green Waste, Compostable Materials and Construction and Demolition Debris if such materials are not Source Separated from Solid Waste at the site of generation or Collected for Recycling, Composting, Processing, and marketing.

53. **"Source Separated or Source Separation"** means the segregation from Solid Waste, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

54. **"Special Event Collection Service"** means the Collection of Solid Waste and Recyclable Materials as appropriate at City-sponsored special events.

55. **"Universal Waste or U-Waste"** means all wastes defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations or successor regulations. These include, but are not limited to, Household Batteries, fluorescent light bulbs, mercury switches, and E-Waste.

SECTION 1 – FRANCHISE GRANT

- A. Exclusive Grant and Acceptance.** The City of Orland grants to Collection Franchisee and Collection Franchisee accepts the exclusive right and privilege, together with the obligation, to collect Solid Waste, Recyclable Materials, Green Waste, Compostable Materials and Bulky Items generated or coming to exist at SFD, MFD, Commercial and City Premises, *except* for the exclusions in subsection B. For purposes of clarity, the preceding sentence includes such materials placed in Bins, Carts, Compactors and Drop Boxes. With regard to Compostable Materials, when Collection Franchisee is ready to provide Compostable Materials collection services to Customers receiving other services under this Agreement, Collection Franchisee will provide the City with rates for such services and details regarding the Compostable Materials collection program. If the City agrees to such rates and service elements, the parties will so amend this Agreement. Until such time, no person or entity shall provide collection or processing of Organic Materials from Customers in the City.

Collection Franchisee acknowledges that City grants this exclusive franchise in order to:

1. Provide affordable services directly to persons within the City that enables them to comply with State law, such as mandatory commercial recycling;
 2. Provide services to City that enable City to comply with State Law, such as solid waste monitoring, record keeping and reporting requirements; and
 3. Provide service accountability.
- B. Exclusions.** City may not grant the right and privilege to provide Collection Services to anyone other than Collection Franchisee in the Franchise Area. However, Collection Franchisee acknowledges that City has the right to provide waste handling services with respect to materials other than Solid Waste, Recyclable Materials, Green Waste and Organic Material (Compostable Materials once Collection Franchise begins to provide such service). City shall use good faith efforts to protect and enforce the exclusive rights of Collection Franchisee through appropriate ordinances and enforcement of those ordinances against third party violators. Collection Franchisee may independently enforce the exclusivity provision of this Collection Franchise against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Collection Franchisee.

This grant is subject to the following exclusions:

1. **Recyclable Materials** that the generator donates (excluding commercial haulers and recyclers) or sells (receives net payment, after applying all other charges) to someone other than Collection Franchisee.
 2. **Self-Haul/Residential.** Recyclables or Green Waste personally delivered by residents, authorized to self-haul to a permitted disposal or processing facility.
 3. **Self-Haul/Private Enterprise.** Recyclables or Green Waste delivered by employees or owners of a Commercial Premises, authorized to self-haul to a permitted disposal or processing facility.
 4. **State Agencies.** Solid Waste generated by State-related entities, such as the State, schools, or any other entity exempted by law from subscribing to solid waste services under this Collection Franchise.
 5. **Green/Organic Waste.** Organic Materials composted on a Premises or removed by gardeners in their own pickup truck as an incidental part of landscaping services.
- C. Franchise Fee.** In consideration of this Collection Franchise, the Collection Franchisee will pay the City the franchise fee set forth in Section 1 of the Master Franchise Agreement. For purposes of clarity, Collection Franchisee will pay the franchise fee only under the Collection Franchise, and not a duplicative payment under both agreements. Collection Franchisee will not separately identify the franchise fee to customers; including in correspondence such as subscription orders, bills, or invoices or on its web site.
- D. Term.** The term of this Collection Franchise is set forth on the Title Page.

SECTION 2 - TRANSITION

A. Container Acquisition and Use.

1. **City Purchase Right.** When this Collection Franchise expires, City may purchase any or all Containers, at its option, from Collection Franchisee for a price equal to their fair market value.
2. **Collection Franchisee Action.** If the City terminates this Collection Franchise based on Collection Franchisee's default as authorized in the Master Franchise Agreement, at City's option, Collection Franchisee will allow the City to temporarily use of any or all Containers; or, remove the Containers from customers' premises after the later of 1)

the date replacement Containers are provided to the customer; or 2) two months after the expiration or termination of this Collection Franchise.

3. **Use During Transition.** If the City does not purchase or acquire Containers upon expiration or termination of this Collection Franchise, then Collection Franchisee will, upon the City's request, remove those Containers on the final service day for customers or within 2 weeks of termination or expiration of the Agreement, whichever is later. Collection Franchisee will use reasonable business efforts to reuse or recycle containers.

- B. **Cooperation During Transition to New Hauler.** If the City does not award Collection Franchisee a collection contract to continue to provide waste management services similar to franchise services under this Collection Franchise after the expiration or termination of this Collection Franchise, Collection Franchisee will cooperate fully with the City and the succeeding Collection Franchisee(s), licensee(s), permittee(s) or other person providing solid waste management services. Collection Franchisee acknowledges that the intent of this obligation is to assure a smooth, efficient, orderly, timely and effective transition and delivery of franchise services under this Collection Franchise from Collection Franchisee to the succeeding person, including:
 1. Giving City records - including subscription, routing and billing records - promptly upon City request, in the format specified by the City; and
 2. Removing Collection Franchisee's Containers from customers' premises by the date replacement containers are provided to the customer or within two (2) weeks of the expiration or termination of this Collection Franchise, whichever is later. Collection Franchisee will use reasonable business efforts to reuse or recycle collected carts.

SECTION 3 - SOLID WASTE SERVICES

- A. **Arrangement with Customers.** Collection Franchisee will provide Collection Services based on service levels listed on the Service Fee Schedule to:
 1. Residential Customers at the time, frequency and capacity determined by Collection Franchisee; and,
 2. Commercial Customers at the time determined by Collection Franchisee and at the capacity and frequency as determined by Collection Franchisee and Customer.

B. Scope and Specifications (Attachment 3). Collection Franchisee will provide the following waste management services under the Master Franchise and this Collection Franchise, including Attachment 3.

1. **Collection.** Collecting residential (including multi-family) and commercial solid waste and recyclable materials. Collection of residential and commercial Compostable Materials may be implemented pursuant to Section 1.A.
2. **Transport.** Transporting solid waste to the Glenn County Transfer Station and paying tipping fees to County.

C. Service Exceptions. Collection Franchisee is *not* required to collect waste from a Customer or the City in any of the following events:

1. **Misplaced:** Containers are not placed at their required set-out sites;
2. **Unpermitted Waste:** Containers contain Excluded Waste or, regarding recyclable materials and organic materials containers, unacceptable levels of contamination (as defined below);
3. **Overweight:** Containers weigh more than the maximum weight that Collection Franchisee informs customers;
4. **Uncontained:** Solid waste, recyclable materials or organic materials that are not placed inside containers; or
5. **Unsafe:** an unsafe condition exists at the set-out site.

Collection Franchisee will notify the Customer in the event of non-collection for reasons above. Such notification may be in the form of email for customers who elect to receive email notification.

D. Contamination; Overage; Overweight.

1. **Contamination.** Collection Franchisee is not obligated to collect Recyclable Materials, Green Waste or Compostable Materials Containers which are Contaminated.
 - a. If Collection Franchisee elects to not collect a contaminated Container, it shall notify the customer explaining why. Such notice may be provided by Container tag, email or other means of communication.

- b. If Collection Franchisee elects to collect a contaminated container, and it has previously sent the customer at least two contamination warning notices, Franchisee may charge the customer a Contamination Fee set forth in Attachment 8; provided, however, Collection Franchisee must have photographic evidence of the contamination (which will be provided to the customer upon request). The Contamination Fee may be included on the customer's regular invoice or billed separately. Collection Franchisee may dispose of the contents of a contaminated container it elects to collect.
 - c. If there have been more than three instances of a contaminated container in any 12-month period, and Franchisee has photographic evidence of each instance, Collection Franchisee may (i) discontinue such service and remove the container, (ii) deliver additional or larger Solid Waste container(s), and (iii) charge the customer the applicable rate for the additional or larger Solid Waste container(s) described in Attachment 8. After one year, the customer may petition Collection Franchisee to reinstate such service, in which case they must pay any activation and cart, or bin redelivery fees set forth in Attachment 8.
- 2. Overage. Collection Franchisee is not obligated to collect Overage, unless caused by Collection Franchisee spillage of non-overloaded containers during collection.
 - a. "Overage" is defined as (i) Solid Waste, Green Waste, Compostable Materials or Recyclable Materials exceeding its container's intended capacity such that the lid is lifted by at least four (4) inches (or would be lifted by at least four inches if there was a lid), or (ii) Solid Waste, Green Waste, Compostable Materials or Recyclable Materials placed on top of or in the immediate vicinity of the container.
 - b. If Collection Franchisee elects to collect Overage, it may charge the customer the Overage Rate set forth in Attachment 8; provided, however, Collection Franchisee must have photographic evidence of the Overage (which will be provided to the customer upon request) and Franchisee must have previously sent the customer at least two Overage warning notices.
 - c. If there have been more than two instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Green Waste, Compostable Materials or Recyclable Materials), and Collection Franchisee has photographic evidence of each instance, Collection Franchisee may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

3. **Overweight Containers.** The Collection Franchisee may refuse to collect any Solid Waste, Recyclable Materials, Green Waste or Compostable Materials container which the Collection Franchisee reasonably believes to be overweight. A container shall be considered "overweight" if the total weight of the container and contents exceed two times the volume capacity of said container (e.g., 192 pounds for a 96-gallon cart). The Collection Franchisee shall provide notification to the customer regarding each instance of non-collection.

SECTION 4 - RECYCLING SERVICES

A. Acknowledgements. Collection Franchisee and City each acknowledge:

1. **Diversion.** The City must achieve prescribed diversion of solid waste from landfill disposal under law under AB 939 and Mandatory Commercial Recycling Implementation under AB 341.
2. **Contamination.** Collection Franchisee will provide contamination prevention as outlined herein.

WM SmartTruckSM technology will be used when implemented by Collection Franchisee in the area to identify customers, both residential and commercial, that set out contaminated or overloaded containers. This technology will allow our operations team to proactively manage services in the City to improve the customer experience by:

- Sharing data about recycling and diversion to help jurisdictions and residents maximize services
- Identifying service opportunities by automatically recording issues such as a damaged container, missed service or blocked container. The images will trigger reports for container repairs, service audits, customer outreach and more.
- Providing pictures to educate customers when their recycling or organics are contaminated and offering right-size service options to customers with persistently overloaded containers
- Maximizing technology to provide safer operations for our drivers and each of your communities

B. Scope and Specifications – Recycling Services

1. **Services.** Collection Franchisee will provide the following recyclables services under this Collection Franchise.

- a. Collection.
- b. Education.
- c. Distribute public education materials, including materials aimed at reducing of contamination.
- d. Transport.
- e. Recyclables Processing-Residue Disposal.
- f. Marketing.

SECTION 5 - CUSTOMER SERVICE

Collection Franchisee will provide customer service under Attachment 3 Item H.

SECTION 6 - DIVERSION

- A. **Acknowledgements.** Collection Franchisee acknowledges:
- 1. City must comply with diversion mandates and meet diversion goals under law.
 - 2. Reducing contamination is central to City's recycling program to increase recovered material quality, marketability, and diversion.
- B. **Diversion Plan.** Collection Franchisee and City shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws. If the parties agree to implement modified Collection Services to address diversion, and such modifications result in increased costs or reduced revenue to Collection Franchisee, then Collection Franchisee will be reimbursed for such negative financial impact.
- C. **Obligations.** The City and Collection Franchisee acknowledge that when CalRecycle reviews the City's implementation of City's Mandatory Commercial Waste Program, CalRecycle may consider, among other things, the availability of markets for collected Recyclable Materials. Therefore, if after exercising reasonable efforts Collection Franchisee cannot divert Recyclable Materials from disposal, it will document the recyclables brokers that it contacted, with the purchase price (positive or negative) and other information necessary to demonstrate good faith efforts to divert Recyclable Materials. Compliance with this provision may require disclosure of information that is confidential or proprietary in nature. The City agrees to preserve the confidentiality of, and to not disclose, any such information to any third party without the express written consent of the Collection

Franchisee or as required by law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS.

- A. **Ownership.** The right to possession or ownership of Recyclable Materials, Green Waste and Compostable (if added to this Agreement) Materials becomes the property of Collection Franchisee when Collection Franchisee collects them.
- B. **Diversion Substantiation.** Collection Franchisee will give City records and reports of collected and diverted recyclable materials and organic materials (if added to this Agreement) requested by County per Section 9 – Records.
 - 1. **City Disclaimer.** Except as otherwise provided in the Master Agreement, the City makes no representations or warranties with respect to content of solid waste, any solid waste disposal characterization study, or projections by solid waste material type. The City disclaims any representations and warranties, either express or implied, as to the merchantability or fitness of solid waste for any particular purpose.
 - 2. **No Collection Franchisee.** Collection Franchisee will not make any claim against the City based on any estimates, statements or interpretations of information in connection with the Request for Proposals and procurement of this Collection Franchise, including solid waste, green waste or recyclable materials quantities or characterization, or customers. In this paragraph "City" includes any officer, employee, agent, or consultant of City which proves to be wrong.

SECTION 8 - SERVICE FEES/CUSTOMER BILLING.

- A. **Service Fees.** Collection Franchisee will charge customers service fees monthly under Exhibit 8A Service Fee. The City is not liable for paying any of those service fees. Collection Franchisee may collect service fees only from customers. Customer payments will be due as indicated on the invoice; Collection Franchisee may charge delinquent customers a monthly late fee of 2.5% or \$5.00 (whichever is greater). Collection Franchisee may suspend services to customers who become at least 60 days delinquent and charge a reactivation fee if services are reactivated.
- B. **Adjustment.** Service fees will be adjusted under Attachment 8B.
- C. **Customer Invoice.** Collection Franchisee will use the form of invoice satisfactory to the City.

SECTION 9 - RECORDS.

Collection Franchisee will keep records required under the Master Franchise, in the media required under the Master Franchise, including collection and recycling services records satisfactory to the City.

SECTION 10 - REPORTS

Collection Franchisee shall submit reports as required by law and provide reports to City pursuant to local, state and federal laws. Said reports shall be delivered no later than thirty (30) days past the completion of any reporting period. All such reports must contain information sufficient to report its progress to the State of California regarding the implementation of County's SRRE pursuant to the California Public Resources Code, AB 341, Mandatory Commercial Recycling, AB 182/MORE and SB1383. In addition to any reports required by law, the Collection Franchisee shall provide any report that is reasonably requested by the City including, but not limited to, the following:

- A. Quarterly Reports. Quarterly reports to the City shall be due on the 30th day of the month following the previous calendar quarter and shall include:
 1. Detailed review of the number and type of complaints received over the past quarter, including how they were resolved and the elapsed time between receipt of the first complaint and final resolution of the complaint.
 2. A summary narrative of problems encountered with Collection and Processing activities and actions taken. Information shall include the type and number of notification tags left at Customer locations for Customers with multiple violations; haul-or-call tags; instances of property damage or injury, poaching, or scavenging; significant changes in operation; market factors; and publicity conducted.
 3. A summary of a log on praises and complaints and resolutions of complaints, including a summary of the type and number of complaints. The Collection Franchisee shall provide a record of all calls related to missed pickups and responses to such calls. Public education and information activities undertaken during the year, including distribution of bill inserts, Collection notification tags, community information and events, and other activities related to the provision of Collection Services. The report shall include a narrative assessment of the impact of these activities on Recycling and Compostable Materials participation and amounts collected from Single-Family Residences, Multiple-Family Dwellings,

and Commercial Customers. An annual public education plan will be submitted to the City as described in Attachment 4A - Recycling Services A. Education.

B. Annual Reporting

1. **Public Education.** A summary of Public education and information activities undertaken during the year.
2. **Recycling Analysis.** An analysis of any Recycling and Compostable Materials Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for Residential and Commercial programs.
3. **Planned Actions to Increase Diversion.** A prioritized list of activities the Collection Franchisee plans for the next calendar year to increase diversion and/or otherwise enhance services.
4. **Commercial Account Subscription Profile.** List of all commercial accounts by name and address. All accounts that receive Waste Audits shall also be identified.
5. **Multi-Family Account Subscription Profile.** Same information as required for Commercial Account Subscription Profile for Multi-Family accounts.
6. **Additional Reporting.** The Collection Franchisee shall furnish the City with any additional reports as may reasonably be required (no additional cost to Collection Franchisee), such reports to be prepared within a reasonable time following the reporting period.
7. **CalRecycle Reports.** Collection Franchisee shall provide reasonable assistance (no additional cost to Collection Franchisee) to City in answering questions related to County's preparation of the annual CalRecycle reports.

SECTION 11 - INDEMNIFICATION

Collection Franchisee will provide indemnification under the Master Franchise. Its indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the City from liability.

SECTION 12 - INSURANCE/FINANCIAL ASSURANCE

Insurance. Collection Franchisee will maintain insurance required under the Master Franchise. The Certificates of Insurance and other documentation attached to the Master Franchise must reference this Collection Franchise.

SECTION 13 - BREACHES AND DEFAULTS.

If Collection Franchisee breaches the Master Franchise or this Collection Franchise, it has the right to cure under Section 13 of the Master Franchise. The City will give notice and confer with Collection under Section 13 of the Master Franchise.

SECTION 14 – REMEDIES/ENFORCEMENT

A. Under the Master Franchise. The City may exercise all remedies under the Master Franchise.

B. Damages.

1. **Liquidated damages.** The Parties acknowledge that the City incurred considerable time and expense procuring this Collection Franchise to remove and discard of solid waste, especially putrescible solid waste (garbage) to protect human health and the environment; that consistent and reliable services are of the utmost importance to the City's protection of human health and the environment to prevent garbage and refuse from accumulating and attracting vermin, vectors and disease; and, that the following liquidated damages represent a reasonable estimate of the amount of damages, considering all circumstances existing on the franchise date, including:

- a. The relationship of the sums to the range of harm to City that reasonably could be anticipated, and;
- b. Anticipation that proof of actual damages would be costly or inconvenient.

Therefore, in accordance with Section 14 of the Master Franchise with respect to notice and conference, Collection Franchisee will pay the following:

SECTION	FAILURE(s) Under cited sections	DAMAGES
---------	------------------------------------	---------

Attachment 3A E5	Mark any container with discard prohibitions	\$50
Attachment 3A G	To enter log of / maintain / supply complaint records	\$100
9D	Allow City to inspect, audit or copy records	\$150
Attachment 3A F, 3B	Deliver recyclable materials to processing facilities identified by Collection Franchisee, or solid waste to the Glenn County Transfer Station.	\$300/truck-delivery
Attachment 3A B1	≥ 6 / year, collect during unauthorized hours	\$250

Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each container order, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given day).

By placing initials below, each party explicitly confirms that the preceding statements are accurate and the fact it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provision prior to signing this Collection Franchise.

Collection Franchisee

City

Initial Here:

Initial Here:

- C. **City's Right to Perform Services.** If Collection Franchisee defaults under its Collection Guaranty, and fails to cure as provided herein, City may exercise its rights under the Master Franchise and the additional rights described in this Section.
- D. **Stipulations.** Collection Franchisee stipulates that City's exercise of rights under this Section does not: Constitute a taking of private property for which the City must compensate Collection Franchisee; Create any liability on the part of the City to Collection Franchisee; or Exempt Collection Franchisee from any indemnity, hold harmless or defense obligations under the Master Franchise, which parties intend to extend under this Collection Franchise. However, Collection Franchisee is not required to indemnify the City against claims and damages arising from the negligence of the City personnel.

SECTION 15 - GENERAL PROVISIONS.

- A. Incorporation.** This Collection Franchise is part of the Master Franchise. In this Collection Franchise the parties' have all rights and obligations that they have in the Master Franchise.
- B. Inconsistencies.** Provisions of this Collection Franchise from Section 1 through the signature page will govern over any inconsistency or conflicts in any Attachment or Exhibit. Provisions of the Master Franchise will govern over any is inconsistencies or conflicts in Collection Franchise.
- C. Notices.** Parties will give Notices under Section 15B of the Master Franchise.

SECTION 16 - EXECUTION OF CONTRACT.

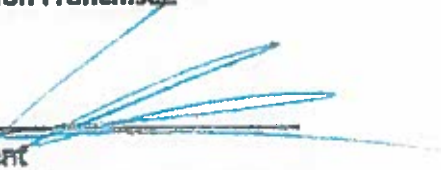
IN WITNESS WHEREOF, City has authorized and directed the Mayor of the City Council to sign this Collection Franchise. Collection Franchisee has authorized and directed its officers to sign this Collection Franchise. This Collection Franchise is dated the franchise date repeated on its cover.

City of OrlandBy: 

Mayor

Bruce T. RoundyAttest: 

City Council Clerk

Janet Wackerman**Collection Franchisee**By: 

President

Type or Print Name: Barry Skolnick

ATTEST: 

Secretary

Type or Print Name: David Stratton

ATTACHMENT 1 – Recyclable Materials

RECYCLABLE MATERIALS SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), un-shredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLE MATERIALS include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups

Any paper Recyclable Materials or pieces of paper Recyclable Materials less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

* Glass may not be accepted in all locations.

DELIVERY SPECIFICATIONS:

Material placed for collection may not contain Non-Recyclable Materials or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, materials not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming materials including costs for handling, processing, transporting and/or disposing of such non-conforming materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may bill Customers a contamination charge as provided in Section 3.D of the Agreement.

ATTACHMENT 3

A. Collection Routes, Operating Hours, and Schedules.

1. **Collection Routes.** During the term of this Agreement, Collection Franchisee shall prepare and maintain records precisely defining Collection routes, with the days which Collection shall regularly commence. Copies of such maps shall be provided to the City upon request in a format acceptable to the City.
2. **Subsequent Collection Route Changes.** In the event of a route change that will change the Collection Day for an SFD Service Unit, Collection Franchisee shall notify those Service Recipients in writing of the route change not less than thirty (30) days before the proposed date of implementation. Collection Franchisee shall also provide the City with a copy of the service change notification.
3. **Hours of Collection.** Unless otherwise authorized by the City, Collection Franchisee's days and hours for Collection operations shall be as follows:
 - a. **SFD Collection.** SFD Collection services shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday, with no regularly scheduled service on Sundays and holidays, Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Labor Day and July 4th are recognized holidays. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions.
 - b. **MFD, Commercial and City Collection.** MFD, Commercial and City Collection Services shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday, with no regularly scheduled service on Sunday. The hours of Collection may be temporarily extended by the City due to extraordinary circumstances or conditions.

B. Collection Standards.

1. **Manner of Collection.** The Collection Franchisee shall provide Collection Services with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

2. **Litter Abatement and Spill Prevention.** The Collection Franchisee shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The Collection Franchisee shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the Collection Franchisee's vehicle. The Collection Franchisee shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of any material and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.
- a. The Collection Franchisee shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the Collection Franchisee shall clean up any materials that are spilled or scattered by the Collection Franchisee or its employees.
 - b. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Collection Franchisee's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, Collection Franchisee shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, Collection Franchisee's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. Collection Franchisee shall not be responsible for removing any stain that may remain after application of such absorbents and cleaning agents.
 - c. Collection Franchisee shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.
 - d. The above paragraphs notwithstanding, Collection Franchisee shall clean up any spillage or litter caused by Collection Franchisee within two (2) hours upon notice from the City.
 - e. In the event where damage to City Streets (other than stains) is the result of a hydraulic oil spill caused by Collection Franchisee, Collection Franchisee shall be responsible for all reasonable repairs to return the street to the same condition prior to the spill. Collection Franchisee shall also be responsible for all clean-up activities

related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

C. Materials Collection.

1. Solid Waste. (Weekly Collection)

a. Residential.

- i. **Carts.** Once each week, Collection Franchisee will collect solid waste discarded in carts at residential premises. Collection Franchisee will provide each residential customer with a 64-gallon cart, *unless* the customer requests a 35 or 96-gallon cart.
- ii. **Senior Residential Services.** In lieu of the 64-gallon container provided above, senior citizen may, upon request, receive a 35-gallon fully automated cart and the rate provided in Exhibit. In order to qualify for the reduced senior rate a resident must show proof of attaining the age of 65 and request the service. The senior rate for a 35-gallon cart is 72% of the 64-gallon rate. A senior may also subscribe for green waste services and shall pay for such services at the regular undiscounted rate for green waste services as provided in Exhibit. A senior that requests a 64-gallon or 96-gallon container shall pay the standard, undiscounted rate for such services.

b. Commercial.

- i. **Bins.** Collection Franchisee will collect solid waste discarded in bins at commercial premises. It will collect bins at the frequency listed on the Service Fee Schedule selected by Customer. Collection Franchisee will provide each commercial customer with a bin having the capacity listed on the Service Fee Schedule, as requested by customer.

2. Recyclable Materials.

- a. **Residential:** Collection Franchisee will provide Residential Customers a 64-gallon cart for bi-weekly collection of recyclable materials. Additional carts will be provided and serviced at an additional cost, as provided in the Service Fee Schedule.

- b. Commercial:
- c. Upon request of the Customer, Collection Franchisee will provide Commercial Customers 64-gallon cart(s) and/or bin(s) for bi-weekly collection of recyclable materials. The cost for such service is provided in the Service Fee Schedule.

3. Green Waste Materials.

- a. Each resident will have the option to add a 96-gallon green waste cart, collected every-other-week. This service will be provided on the alternate week to the collection of curbside recycling for an additional charge as specified in the Service Fee Schedule. The minimum term for green waste service shall be six months with a \$25 fee for early termination. Those residents that demonstrate the need for additional carts will be provided and serviced at an additional cost, as provided in the Service Fee Schedule.

- 4. **Compostable Materials.** Collection Franchisee will provide Compostable Materials collection services when programs are available, and this agreement has been amended to include such services.

- 5. **Construction and Demolition (C&D) Debris.** Collection Franchisee will deliver roll-off boxes or similar containers for discards of C&D debris, within the time required to respond to customers' requests for cart or bin services. It will collect them on the day agreed upon with the Customer. It will use reasonable business efforts to divert C&D debris.

6. Community Cleanup Events

- a. **Materials.** Collection Franchisee will collect the following materials at one scheduled Community Cleanup Event per year, limited to one pickup truckload per Residential Customer:
 - i. Solid Waste;
 - ii. Recyclable materials;
 - iii. Bulky Waste; and
 - iv. E-waste.

Collection Franchisee will not permit or knowingly collect unpermitted waste. Collection Franchisee will provide all labor and equipment, including containers, without charge. Collection Franchisee will not compact E-waste or any bulky waste that contain chlorofluorocarbons.

- b. **Location.** The City may choose the location for the annual Community Cleanup Event. The location and date will be determined annually, at least 6 months prior to the events.
 - c. **Disposal.** Collection Franchisee may deliver solid waste, that it collects to the Glenn County Transfer Station but must process, market and divert recyclable materials at its expense. Collection Franchisee will notify the City of any changes in facilities and provide to the City, if requested, information regarding such facility's permit status.
- 7. **Transition Plan.** Collection Franchisee's Transition Plan for providing franchise service upon commencement of this Collection Franchise, satisfactory to the City.
- D. **Carry-Out Service.** At a residential customer's request, Collection Franchisee will roll-out that customer's container(s) from the container's storage location, as long as it is safely accessible by the driver, for collection at the curb and then return them to that location.
 - 1. **Without charge.** Collection Franchisee will provide carry-out service without surcharge if the customer requesting carry-out services meets either (a) or (b), *and* (c) of the following qualifications:
 - a. The customer has handicapped status recognized by the California Department of Motor Vehicles; or
 - b. The customer is over 75 years old as evidenced by birth dates on driver's licenses, birth certificates, passports, identity cards or other documentation issued by a governmental entity; and
 - c. The customer provides written representation that s/he is functionally unable to roll the carts to the curb and there is no one else living at the residence who is physically able to roll those containers to the curb.
 - 2. **With Charge.** Collection Franchisee will provide carry-out service with a surcharge listed on the service fee schedule if the customer does *not* meet the preceding listed qualifications for free service.
- E. **Customer Correspondence and Other Materials.** At least two (2) weeks prior to distribution Collection Franchisee must give the City a copy of all written materials that Collection

Franchisee gives customers (other than with respect to an individual customer's service account), for the City review and comment.

F. Container Requirements.

1. **SFD Carts.** Collection Franchisee will provide each SFD located within the Franchise Area with wheeled Carts for automated Collection of Solid Waste and Recyclable Materials. Green waste containers will be provided upon customer request at an additional charge. Cart sizes shall be as requested by the Customer. Customers may add additional Carts for Solid Waste Collection as may be needed at an additional charge.
2. **Purchase and Distribution of Carts and Bins.** The Collection Franchisee shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Franchise Area. The distribution shall be completed within five (5) business days of receipt of notification from the City.
3. **Replacement of Carts and Bins.**
 - a. Collection Franchisee's employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the Collection Franchisee shall be replaced by the Collection Franchisee, at the Collection Franchisee's expense, within five (5) business days after notification by the County or the Service Recipient, at no cost or inconvenience to the Service Recipient or to the City.
 - b. Upon notification to the Collection Franchisee by the City or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) are faulty or have worn out, or have been stolen or damaged beyond repair through no fault of the Service Recipient, the Collection Franchisee shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within five (5) Residential Service Work Days. There shall be no charge to the Service Recipient for the delivery or replacement of the Cart(s) or Bin(s).
 - c. In those instances where the Collection Franchisee can demonstrate that a Cart(s) or Bin(s) was damaged or stolen as the result or product of negligence on the part of the Service Recipient, Collection Franchisee shall be entitled to bill the Service Recipient the cost of the Cart(s) or Bin(s) plus the delivery charge.

d. The Collection Franchisee shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis. Such information shall be provided to the County upon written request.

4. **Repair of Carts and Bins.** Collection Franchisee shall be responsible for repair of Carts and Bins in the Service Area including, but not be limited to, hinged lids, wheels, and axles. Within five (5) business days of notification by the City or a Service Recipient of the need for such repairs, the Collection Franchisee shall repair the Cart or Bin, or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

5. **Cart, Bin, or Drop Box Exchange.** Upon notification to the Collection Franchisee by the City or a Service Recipient that a change in the size or number of Carts, Bins, or Drop Boxes is required, the Collection Franchisee shall deliver such Carts, Bins, or Drop Boxes to such Service Recipient in no later than five (5) business days. Collection Franchisee shall be entitled to charge for Container exchanges at a rate not exceeding the appropriate "Cart, Bin, or Drop Box Exchange" rate as adjusted under the terms of this Agreement.

6. **Additional Solid Waste Capacity.** Upon notification to the Collection Franchisee by the City or a Service Recipient that additional Solid Waste capacity is requested, the Collection Franchisee shall comply by delivering a larger Cart, an additional Cart, a larger Bin, or an additional Bin, to such Service Recipient within ten (10) business days. Collection Franchisee shall be entitled to charge for the cost of the additional Solid Waste capacity in an amount not exceeding the applicable Maximum Service Rate for the larger capacity or Additional Cart or Bin as adjusted under the terms of this Agreement.

7. **Additional Recycling Capacity.** Collection Franchisee shall provide additional Recycling Cart to SFD Service Units requesting an additional Cart within ten (10) business days of the request provided that (a) the additional capacity is used by the SFD Service Unit for the purposes of setting out additional Recyclable Materials that are generated by and at the SFD Service Unit for regular bi-weekly Recyclable Material Collection Service and (b) the Customer has had no incidents of Contamination in the previous 12 months. Additional carts may be requested and provided for an additional cost.

8. **Pickup of Under-utilized Additional Recyclable Carts.** If Collection Franchisee's vehicle driver reports, and Collection Franchisee's Customer service representative enters into the Customer's account records, that the Customer does not set out an additional Recyclable Materials Cart more than once a month for two (2) consecutive months, then Collection Franchisee may leave a notice stating that Collection Franchisee will pick up the Customer's unused or under-utilized additional Recyclable Cart unless the Customer sets out that additional Cart at least every other week.

9. **New Service Units.**

- a. **Purchase and Distribution of Containers.** The Collection Franchisee shall be responsible for the purchase and distribution of fully assembled and functional Containers to new Service Units that are added to Collection Franchisee's Service Area during the term of this Agreement. The distribution shall be completed within five (5) business days of receipt of notification from the City or the Service Unit.
- b. **Collection Services.** Collection Franchisee shall provide Collection Services described in this Agreement to new Service Units on the next regularly scheduled Collection Day following delivery of the Carts or Bins.

10. **Bin and Drop Box Signage, Painting, and Cleaning.** All metal Bins and Drop Boxes of any service type furnished by the Collection Franchisee shall be either painted or galvanized. All Bins and Drop Boxes shall display the Collection Franchisee's name, Collection Franchisee's Customer service telephone number and shall be kept in a reasonably clean and sanitary condition. No advertising shall be permitted other than the name of the Collection Franchisee except promotional advertisement of the Recyclable Materials and Organic Materials programs or such other signage as may be approved by the Contract Administrator in writing.

- G. **Vehicle Requirements.**

1. **General Provisions.** Collection Franchisee shall provide a fleet of properly maintained Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and

broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any applicable law.

2. **Clean Air Vehicles.** To the extent required now or in the future by applicable law, Collection Franchisee shall provide its Collection vehicles to be in full compliance with local, State, and federal clean air requirements, including, but not limited to, the California Air Resources Control Board regulations, such as those regulations requiring the implementation of "Diesel Particulate Matter Control Measure for On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines" as currently codified in CCR Title 13, Section 2020 et seq.; the federal EPA's Highway Diesel Fuel Sulfur regulations; and, any other applicable air pollution control laws. Collection Franchisee has inspected all applicable streets within the Franchise Area and acknowledges and certifies that all vehicles can safely and effectively operate within the Franchise Area.
3. **Safety Markings.** All Collection equipment used by Collection Franchisee shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.
4. **Vehicle Signage and Painting.** Collection vehicles shall be painted and numbered uniquely without repetition and shall have the Collection Franchisee's name, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the Collection Franchisee except promotional advertisement of the Recyclable Materials and Compostable Materials programs or such other signage as may be approved by the City in writing. Collection Franchisee shall repaint all vehicles (including vehicle striping if appropriate) during the Term of this Agreement as necessary to maintain a positive public image.
5. **Vehicle Maintenance.** Collection Franchisee shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be properly maintained. Collection Franchisee vehicles shall maintain a professional appearance. Collection Franchisee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Collection Franchisee shall repair, or arrange for the repair of, all of its

vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. The City may inspect vehicles at any reasonable time, and within three (3) days of such a request, to determine compliance with this Agreement and sanitation requirements.

6. **Vehicle Noise Level.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and City noise level regulations. All decibel readings shall be based on a distance of ten (10) feet from any part of the vehicle. The City may request Collection Franchisee to check any piece of equipment for conformance with the noise limits when reasonable to do so.
7. **Vehicle and Equipment Inventory.** On or before the Franchise Date, Collection Franchisee shall provide to the City an inventory of Collection vehicles and major equipment used by Collection Franchisee for Collection or transportation in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, and the number of vehicles. Collection Franchisee shall submit to the City an updated inventory annually, or more often at the request of the City. Each vehicle inventory shall be accompanied by a certification signed by Collection Franchisee that all Collection vehicles meet the requirements of this section.
8. **Vehicle Registration, Licensing and Inspection.** Collection Franchisee shall maintain documentation to verify that each of the Collection Franchisee's Collection vehicles are in compliance with all registration, licensing, and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other Applicable Laws or regulations. Upon written request by the City, copies of such documentation shall be provided within ten (10) business days of the request.
9. **Collection Equipment Breakdowns.** In the event of a breakdown, Collection Franchisee will ensure that all routes are covered within a reasonable amount of time.
10. **Covering of Loads.** All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
11. **Weight Restrictions.** Collection Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. Collection Franchisee acknowledges that the City may

document compliance with this provision of the Agreement through review of scale tickets and records of the Glenn County's Transfer Station or other approved facility.

H. Customer Service. Collection Franchisee will do all of the following:

1. **Spanish.** Provide at least one customer service representative that speaks Spanish and include Spanish translations of written material that it prepares for customers under this Collection Franchise, such as Collection Franchisee's web site.
2. **Listing.** Maintain a toll-free telephone number listed in phone books identified by County and printed on its vehicles, invoices, and website.
3. **Answering Calls.** Provide a live operator to answers phone calls between 8:00 a.m. to 5:00 p.m. and endeavor to answer all calls within 45 seconds.
4. **Emergency Contact.** Maintain an emergency phone number that the City can call at any time and return the City calls as soon as possible, but in no event greater than four (4) hours after the call.
5. **E-mail.** Maintain an e-mail address for customer correspondence and post the address on its website.
6. **Website.** Maintain a website and post information including: 1) Franchise service options and charges; 2) Reasons for non-collection and information on safe disposal of unpermitted wastes; 3) Collection Franchisee's toll-free phone number; 4) Collection Franchisee's mailing and email addresses; and 5) Practices and programs to divert solid waste.
7. **Complaints.** Collection Franchisee will log and respond to all complaints in a timely manner and use reasonable business efforts to resolve complaints to satisfaction of customer and City as soon as possible.

I. Customer Subscription Orders. Collection Franchisee will give the City a copy of specific customer's subscription orders in a timely manner, upon request from the City. The form of subscription order must be satisfactory to City. For purposes of this section, "Subscription Order" means any order or agreement between Collection Franchisee and a customer who has requested changed franchise services, such as number or size of carts, or service frequency.

ATTACHMENT 4A - RECYCLING SERVICES

- A. Education. Public Information and Education.** The City and the Collection Franchisee shall cooperatively design, prepare, implement, and operate at the Collection Franchisee's expense a public information and education program, and it shall aim to educate the public on the environmental and economic benefits of Recycling and resource conservation and provide Customers with information on increasing waste reduction and Recycling at their homes and businesses. The campaign shall be designed to increase community participation in waste diversion and recycling. The Collection Franchisee shall not be obligated to spend more than \$9,560 annually for the campaign, and the campaign shall be designed to ensure that the Collection Franchisee's costs do not exceed that amount. The Collection Franchisee's Recycling coordinator shall lead the campaign. The campaign shall be similar to the program previously provided by the Collection Franchisee in the City. The proposed annual campaign shall be submitted to the City Representative for approval by January 1 of each year. The campaign may include program initiation mailers, brochures, flyers, newsletters, bill inserts, and targeted notices; presentations; surveys; Recycling audits; or other forms of outreach. The campaign shall target particular types of waste materials, Customer groups, or locations within the Service Area where waste diversion improvements or program compliance enhancements can be maximized. Targets of outreach will be based on local trends and Recycling participation patterns as indicated through information obtained by City and Collection Franchisee staff. The program shall include quarterly distribution of the Collection Franchisee newsletter or other written materials to Customers provided as bill inserts; however, the costs of providing these quarterly materials shall not be included in the annual campaign budget of \$9,560.00. Information about the services provided by the Collection Franchisee shall also be included on a Collection Franchisee webpage. In addition, at least 90 days prior to initiating any new Service, or changing any existing Service, the Collection Franchisee shall submit a plan to the City for approval to provide additional public information related to the planned new Service or change. The Collection Franchisee shall accommodate commercially reasonable requests of the City and carry out the plan as approved by the City.
- B. Reducing of Contamination.** Waste Management Recycling Coordinator will work with single family, multifamily, and commercial customers to provide education about the importance of clean recycling and organics streams and to correct improper setout behavior at the source, per the tactics previously outlined in our public education and outreach plan.

Smart community benefits. SmartTruck enables the City and residents to partner with Waste Management to increase their knowledge of waste diversion and recycling participation in the community. The SmartTruck documents overloaded containers and contamination as well as validates service levels. Communities can use this data to develop programs to encourage proper setout behavior, improve the long-term viability of their community's recycling program, increase participation, and maximize engagement. It is expected that this technology will also help record and produce data required by SB-1383, when those regulations are finalized.

C. Compliance – Mandatory Commercial Recycling.

1. Identification.

a. **Customers.** Within 60 days of the date of this Collection Franchise Collection Franchisee will identify all its commercial and multi-family customers that must comply with the law, record their names, addresses, service level, and report to County whether they are complying with the law. Collection Franchisee may base its report on its customer subscription records.

b. **Non-subscribers.** Within 60 days of the date of this Collection Franchise Collection Franchisee will report to City the names and addresses of commercial and multi-family customers of five or more units that do *not* subscribe to any collection service from customer. Collection Franchisee's may base its report by visually noting premises along its commercial collection route.

2. **Education and Outreach.** Collection Franchisee will use a variety of education and outreach approaches to inform covered businesses and multifamily complexes about the law and how to recycle, including electronic, print, and direct contact approaches annually. Education and outreach will be accessible to the targeted sector, e.g., can affected commercial customers readily find information on the jurisdiction or Collection Franchise and City websites, and information is to be provided at least annually. Language barriers will be addressed, e.g., materials will be translated into other languages, and be available on the website in other languages.

3. **Monitoring.** Collection Franchisee will annually identify covered businesses and multifamily complexes that were not in compliance with the MCR requirements. Collection Franchisee will annually notify covered businesses and multifamily complexes that were not in compliance about the law and how to comply with the law.

4. **Reporting.** Collection Franchisee will record and report information to the City with respect to its identification, outreach and monitoring that the City must include in County's Reporting to CalRecycle.

D. Preparing for Compliance – Mandatory Commercial Organics Diversion / SB 1383.

1. **Identification.** If and when this Agreement is amended to include Compostable Materials collection services, Collection Franchisee will identify under preceding section D1 businesses and multi-family dwelling that will have to comply with Mandatory Commercial Organics Diversion. It will report that information to City under preceding section D4.
2. **Education and Outreach.** If and when this Agreement is amended to include Compostable Materials collection services, Collection Franchisee will provide education and outreach, in English and Spanish, assisting City under Mandatory Commercial Recycling and Organics Diversion, and preparing for compliance with SB 1383 regulations. Examples include: direct mailers, brochures, bill inserts and postcards.
3. **Compliance.** SB 1383 regulations have not been adopted by CalRecycle; once they are, they will be considered a change in law under this Agreement, in which case Attachment 8B of the Master Agreement would apply. In the event the City is required to comply with the provisions of AB 1826 and SB 1383 requiring the collection and recycling of organic waste from regulatory defined generators, and provided this Agreement has been amended to include Compostable Materials collection services, Collection Franchisee shall comply with all hauler-specific requirements set forth in AB 1826 and SB 1383, and shall also assist the City in complying with AB 1826 and SB 1383 by providing education and outreach regarding the importance of reducing landfilled organic waste, type of materials that are acceptable for the recycling of Compostable Materials, and the availability of Compostable Materials collection programs.

E. Transport. Collection Franchisee will transport recyclable materials that it collects to the processing facility that it chooses.

F. Processing. Separating commingled recyclable materials at a recycling facility or facilities chosen by Collection Franchisee, and paying costs of processing, whether tipping fees payable to a recycling facility owned by someone other than Collection Franchisee, or the

costs of processing incurred at its own processing facility. Collection Franchisee will process recyclable materials.

- a. **"Processing facility"** is a facility that receives solid wastes and temporarily stores, separates, converts, or otherwise process the materials in the solid wastes but excludes facilities whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure or wastes that have already been separated for reuse and are not intended for disposal; storage incidental to the conduct of a refuse collection and disposal business; or, an EMSW conversion facility as defined in the Public Resources Code.

G. Recyclables Processing-Residue Disposal. Collection Franchisee will dispose of residual solid waste remaining after sorting or processing recyclable materials at solid waste facilities chosen by Collection Franchisee. Collection Franchisee's disposal cost is included in its service fee.

H. Marketing. Collection Franchisee will market recyclable materials and may keep revenues it receives from sales of recyclable materials under this Collection Franchise, offset by costs, including costs of collection, transport, processing and residue disposal from the recyclable materials processing facility.

I. Aggregate Losses.

- a. **City Notice.** If aggregate costs will exceed aggregate revenues on any shipment of specific type of recyclable material, before incurring the loss Collection Franchisee will notify City. Aggregate costs will include the processing facility's standard processing fee and transport costs from the processing facility to markets/ports. Aggregate revenues will be based on index prices and CRV.
- b. **Reimbursement.** The City may direct Collection Franchisee to sell that shipment at a loss and reimburse Collection Franchisee for the loss or temporarily store the shipment at the Glenn County Transfer Station, for subsequent sale by Collection Franchisee (not to exceed 90 days). Collection Franchisee will use reasonable business efforts to minimize the loss.

J. Program Change. Collection Franchisee will advise and consult with the City on solid waste management options, such as stop collecting that type of recyclable material.

ATTACHMENT 8 Service Fee Schedule



COLLECTION SERVICES PROPOSAL

City of Orland

Effective - 1/1/2021

Service Charge Fee Schedule

Disposal Adj. %
14.14%

RESIDENTIAL	Current Monthly Rate	Disposal Adjustment	New Rate
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$13.18	\$1.86	\$15.04
35 Gallon Cart	\$17.30	\$2.45	\$19.75
64 Gallon Cart	\$18.30	\$2.59	\$20.89
96 Gallon Cart	\$27.65	\$3.91	\$31.56
96 Gallon Yard Waste - 1st Cart	\$4.95	\$0.70	\$5.65
Ancillary Services			
Additional recycling cart after 1st cart	\$7.51	\$1.06	\$8.57
Additional yard waste cart after 1st cart	\$7.51	\$1.06	\$8.57
Cancellation of yard waste services within the first 6 months of set up	\$25.00	\$3.54	\$28.54
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$10.46	\$1.48	\$11.94
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$4.52	\$0.64	\$5.16
Extra Pick up - 64 Gallon	\$6.25	\$0.88	\$7.13
Extra Pick up - 96 Gallon	\$7.91	\$1.12	\$9.03
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$13.43	\$1.90	\$15.33
Contamination in Residential Containers * (per cart/per service)	\$16.00	\$0.00	\$16.00
Overage charge (cart too full for lid to close) *	\$16.00	\$0.00	\$16.00
Bad Pay/Reactivation Fees (no delivery)	\$32.00	\$4.52	\$36.52
Bad Pay/Reactivation Fees (with delivery)	\$45.00	\$6.36	\$51.36

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Disposal Adjustment	New Rate
MSW Bin Services			
1 Yard MSW - 1xWeek	\$90.81	\$12.84	\$103.65
1 Yard MSW - 2xWeek	\$127.11	\$17.97	\$145.08
1 Yard MSW - 3xWeek	\$167.31	\$23.66	\$190.97
1 Yard MSW - 4xWeek	\$218.38	\$30.88	\$249.26
1 Yard MSW - 5xWeek	\$271.94	\$38.45	\$310.39
1.5 Yard MSW - 1xWeek	\$97.69	\$13.81	\$111.50
1.5 Yard MSW - 2xWeek	\$136.76	\$19.34	\$156.10
1.5 Yard MSW - 3xWeek	\$180.00	\$25.45	\$205.45
1.5 Yard MSW - 4xWeek	\$234.94	\$33.22	\$268.16
1.5 Yard MSW - 5xWeek	\$292.56	\$41.37	\$333.93
2 Yard MSW - 1xWeek	\$114.47	\$16.19	\$130.66
2 Yard MSW - 2xWeek	\$198.62	\$28.08	\$226.70
2 Yard MSW - 3xWeek	\$282.75	\$39.98	\$322.73
2 Yard MSW - 4xWeek	\$369.06	\$52.19	\$421.25
2 Yard MSW - 5xWeek	\$459.58	\$64.98	\$524.56
3 Yard MSW - 1xWeek	\$153.53	\$21.71	\$175.24
3 Yard MSW - 2xWeek	\$253.58	\$35.86	\$289.44
3 Yard MSW - 3xWeek	\$350.85	\$49.61	\$400.46
3 Yard MSW - 4xWeek	\$451.81	\$63.89	\$515.70
3 Yard MSW - 5xWeek	\$610.24	\$86.29	\$696.53
4 Yard MSW - 1xWeek	\$195.74	\$27.68	\$223.42
4 Yard MSW - 2xWeek	\$324.41	\$45.87	\$370.28
4 Yard MSW - 3xWeek	\$449.91	\$63.62	\$513.53
4 Yard MSW - 4xWeek	\$580.04	\$82.02	\$662.06
4 Yard MSW - 5xWeek	\$724.99	\$102.51	\$827.50
6 Yard MSW - 1xWeek	\$262.92	\$37.18	\$300.10
6 Yard MSW - 2xWeek	\$434.69	\$61.47	\$496.16
6 Yard MSW - 3xWeek	\$607.43	\$85.89	\$693.32
6 Yard MSW - 4xWeek	\$785.70	\$111.10	\$896.80
6 Yard MSW - 5xWeek	\$982.06	\$138.86	\$1,120.92

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$45.41	\$6.42	\$51.83
1 Yard RECYCLE - 2xWeek	\$63.56	\$8.99	\$72.55
1 Yard RECYCLE - 3xWeek	\$83.66	\$11.83	\$95.49
1 Yard RECYCLE - 4xWeek	\$109.19	\$15.44	\$124.63
1 Yard RECYCLE - 5xWeek	\$135.97	\$19.23	\$155.20
1.5 Yard RECYCLE - 1xWeek	\$48.85	\$6.91	\$55.76
1.5 Yard RECYCLE - 2xWeek	\$68.38	\$9.67	\$78.05
1.5 Yard RECYCLE - 3xWeek	\$90.00	\$12.73	\$102.73
1.5 Yard RECYCLE - 4xWeek	\$117.47	\$16.61	\$134.08
1.5 Yard RECYCLE - 5xWeek	\$146.28	\$20.68	\$166.96
2 Yard RECYCLE - 1xWeek	\$57.24	\$8.09	\$65.33
2 Yard RECYCLE - 2xWeek	\$99.31	\$14.04	\$113.35
2 Yard RECYCLE - 3xWeek	\$141.38	\$19.99	\$161.37
2 Yard RECYCLE - 4xWeek	\$184.53	\$26.09	\$210.62
2 Yard RECYCLE - 5xWeek	\$229.79	\$32.49	\$262.28
3 Yard RECYCLE - 1xWeek	\$76.77	\$10.85	\$87.62
3 Yard RECYCLE - 2xWeek	\$126.79	\$17.93	\$144.72
3 Yard RECYCLE - 3xWeek	\$175.43	\$24.81	\$200.24
3 Yard RECYCLE - 4xWeek	\$225.91	\$31.94	\$257.85
3 Yard RECYCLE - 5xWeek	\$305.12	\$43.14	\$348.26
4 Yard RECYCLE - 1xWeek	\$97.87	\$13.84	\$111.71
4 Yard RECYCLE - 2xWeek	\$162.21	\$22.94	\$185.15
4 Yard RECYCLE - 3xWeek	\$224.96	\$31.81	\$256.77
4 Yard RECYCLE - 4xWeek	\$290.02	\$41.01	\$331.03
4 Yard RECYCLE - 5xWeek	\$362.50	\$51.26	\$413.76
6 Yard RECYCLE - 1xWeek	\$131.46	\$18.59	\$150.05
6 Yard RECYCLE - 2xWeek	\$217.35	\$30.73	\$248.08
6 Yard RECYCLE - 3xWeek	\$303.72	\$42.95	\$346.67
6 Yard RECYCLE - 4xWeek	\$392.85	\$55.55	\$448.40
6 Yard RECYCLE - 5xWeek	\$491.03	\$69.43	\$560.46

COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$20.00	\$2.83	\$22.83
96 Gallon Cart - MSW	\$28.53	\$4.03	\$32.56
64 Gallon Cart - Recycling	\$10.00	\$1.41	\$11.41
96 Gallon Cart - Recycling	\$14.26	\$2.02	\$16.28
Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$27.71	\$3.92	\$31.63
Extra Pick up - Service Day - 1.5 yard	\$34.06	\$4.82	\$38.88
Extra Pick up - Service Day - 2 yard	\$40.38	\$5.71	\$46.09
Extra Pick up - Service Day - 3 yard	\$47.69	\$6.74	\$54.43
Extra Pick up - Service Day - 4 yard	\$59.32	\$8.39	\$67.71
Extra Pick up - Service Day - 6 yard	\$78.00	\$11.03	\$89.03
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$99.47	\$14.07	\$113.54
4 Yard Temp Bin per day after 3rd day	\$34.95	\$4.94	\$39.89
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$14.50	\$2.05	\$16.55
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$25.00	\$3.54	\$28.54
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.00	\$0.71	\$5.71
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$55.24	\$0.00	\$55.24
Overage/Snapshot charge (bin too full for lid to close) *	\$75.00	\$0.00	\$75.00
Bad Pay/Reactivation fee (no delivery)	\$32.00	\$4.52	\$36.52
Bad Pay/Reactivation fee (with delivery)	\$55.00	\$7.78	\$62.78

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Disposal Adjustment	New Rate
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal) *	\$442.96	\$62.63	\$505.59
30 Yard Roll Off Container (includes 3 tons disposal) *	\$502.48	\$71.05	\$573.53
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$11.61	\$1.64	\$13.25
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$161.20	\$22.79	\$183.99
Relocation Charge (Move box to new location on customers current site)	\$161.20	\$22.79	\$183.99
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

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

RESIDENTIAL	Rates
Cart Services (MSW & Recycle)	
Senior 35 Gallon Cart (65 and older)	\$ 13.18
35 Gallon Cart	\$ 17.30
64 Gallon Cart	\$ 18.30
96 Gallon Cart	\$ 27.65
96 Gallon Yard Waste (one or two carts)	\$ 4.95
Ancillary Services	
Additional recycling cart after 1	\$ 7.51
Additional greenwaste cart after 1	\$ 7.51
Side Yard Assisted Service - medically justified	No Charge
Side Yard Assisted Service - NOT medically justified	\$ 10.46
Bad Check/EFT Charge	\$ 30.00
Finance Charge past due greater than 30 days	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$ 5.00
Replacement Cart-if due to customer negligence	Market Rate
Extra Pick up - 35 Gallon	\$ 4.52
Extra Pick up - 64 Gallon	\$ 6.25
Extra Pick up - 96 Gallon	\$ 7.91
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$ 13.43
Contamination in Residential Containers * (per cart/per service)	\$ 16.00
Overage charge (cart too full for lid to close) *	\$ 16.00
Bad Pay/Reactivation Fees (no delivery)	\$ 32.00
Bad Pay/Reactivation Fees (with delivery)	\$ 45.00
* Contamination/Overage charged after 1st warning	

COMMERCIAL MSW		Rates				
Pickup Frequency		1x	2x	3x	4x	5x
		week	week	week	week	week
Bin Services						
	1 yd	\$ 90.81	\$ 127.11	\$ 167.31	\$ 218.38	\$ 271.94
	1.5 yd	\$ 97.69	\$ 136.76	\$ 180.00	\$ 234.94	\$ 292.56
	2 yd	\$ 114.47	\$ 198.62	\$ 282.75	\$ 369.06	\$ 459.58
	3 yd	\$ 153.53	\$ 253.58	\$ 350.85	\$ 451.81	\$ 610.24
	4 yd	\$ 195.74	\$ 324.41	\$ 449.91	\$ 580.04	\$ 724.99
	6 yd	\$ 262.92	\$ 434.69	\$ 607.43	\$ 785.70	\$ 982.06
COMMERCIAL RECYCLING		Rates				
Pickup Frequency		1x	2x	3x	4x	5x
		week	week	week	week	week
Bin Services						
	1 yd	\$ 45.41	\$ 63.55	\$ 83.65	\$ 109.19	\$ 135.97
	1.5 yd	\$ 48.84	\$ 68.38	\$ 90.00	\$ 117.47	\$ 146.28
	2 yd	\$ 57.24	\$ 99.31	\$ 141.38	\$ 184.53	\$ 229.79
	3 yd	\$ 76.76	\$ 126.79	\$ 175.43	\$ 225.90	\$ 305.12
	4 yd	\$ 97.87	\$ 162.21	\$ 224.96	\$ 290.02	\$ 362.50
	6 yd	\$ 131.46	\$ 217.34	\$ 303.72	\$ 392.85	\$ 491.03

COMMERCIAL CARTS	
64 Gallon Cart - MSW	\$ 20.00
96 Gallon Cart - MSW	\$ 28.58
64 Gallon Cart - Recycling	\$ 10.00
96 Gallon Cart - Recycling	\$ 14.25
Extra Pickups	
Extra Pick up - Service Day - 1 yard	\$ 27.71
Extra Pick up - Service Day - 1.5 yard	\$ 34.06
Extra Pick up - Service Day - 2 yard	\$ 40.38
Extra Pick up - Service Day - 3 yard	\$ 47.69
Extra Pick up - Service Day - 4 yard	\$ 59.32
Extra Pick up - Service Day - 6 yard	\$ 78.00
Temporary Bins	
4 Yard Temp Bin - 3-day rental	\$ 99.47
4 Yard Temp Bin per day after 3rd day	\$ 34.95
Ancillary Services	
Walk in/Pull Out per Bin per Service over 10 feet	\$ 14.50
Snapshot charge (bin too full for lid to close)	\$ 75.00
Bad Check/EFT Charge	\$ 30.00
Finance Charge past due greater than 30 days	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$ 5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$ 25.00
Replacement Bin-if due to customer negligence	Market Price
Key Charge when container access requires driver to remove lock per month	\$ 5.00
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$ 55.24
Overage charge (bin too full for lid to close) *	\$ 75.00
Bad Pay/Reactivation fee (no delivery)	\$ 32.00
Bad Pay/Reactivation fee (with delivery)	\$ 55.00
* Contamination/Overage charged after 1st warning	

ROLL OFF		Rates
Containers Services		
20 Yard Roll Off Container (includes 3 tons disposal)*	\$	442.96
30 Yard Roll Off Container (includes 3 tons disposal)*	\$	502.48
Ancillary Services		
Min Haul Charge - 7-day rental charged per day on 8th day	\$	11.61
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$	161.20
Relocation Charge (Move box to new location on customers current site)	\$	161.20
Bad Check/EFT Charge	\$	30.00
Finance Charge past due greater than 30 days		2.50%
Finance Charge past due greater than 30 days - minimum charge	\$	5.00
Replacement Bin-if-due to customer negligence		Market Price
<u>*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees</u>		

ATTACHMENT 8B Service Fee Adjustments

Pursuant to Attachment 8B of the Master Agreement, the service rates will be adjusted on each January 1 as follows:

- A. **63.55%¹ of Service Fee (Operations).** 63.55% of the service fees are adjusted by 100% of the *average* monthly percent change in the CPI index during the period beginning January 1 of the prior year through December 31 of the current year.
- B. **3.45% of Service Fee (Fuel).** 3.45% of the service fees are adjusted by 100% of the *average* monthly percent change in the following fuel indices:
 - 1. DOE Diesel
 - 2. DOE CNG
 - 3. EIA LNG

The adjustment for each fuel index applies only to the percentage of collection vehicles that use that fuel. *For example, 20% of the fleet may use diesel and the remaining 80%, CNG.*

- C. **33.0% of Transfer Station Service Fee.** 33.0% of the service fees are adjusted by 100% of the *average* monthly percent change in the tipping fee County charges Collection Franchisee at the Transfer Station.

The service fees are also subject to adjustment pursuant to Attachment 8B, Section B of the Master Agreement for increased costs or reduced revenue due to events beyond Collection Franchisee's reasonable control.

¹ Weighting proposed.

ATTACHMENT 9 Records.

SECTION	RECORD
3A	Customer subscription orders, including address, date and level of service
3C	Non-collection notices, including time, location and reason for non-collection
Attachment 3a D	All customer correspondence
Attachment 4 4G	Solid waste facilities that handle recyclables, including processing facilities, MRFs): • Location; • Name, phone number and email address of contact.
Attachment 4A B5	Spills and clean up incidents.
Attachment 3A F	Vehicle List. • Vehicles used to provide collection services, including back-up vehicles. • Vehicles covered under liability policies, if the policies explicitly cover specific vehicles.
	Vehicle Inspections. Correspondence and inspections regulatory agencies' inspection of all mechanical equipment that Collection Franchisee uses to provide collection services, including vehicles.
	Records and reports of collected and diverted recyclables and green waste when program is available.

ATTACHMENT 10B1 Quarterly Reports.

In its Quarterly Report Collection Franchisee will include the following information together with information under Attachment 10B1 of the Master Franchise:

SECTION	REPORTING OBLIGATION
Attachment 3A F2	Repaired, cleaned, painted, replaced roll off boxes
3C	Notifications sent to customers for incidents of an overage or contamination.
3G	Records of complaints and calls: customer complaint log, including missed pickups, and a description of how each complaint was resolved
3A	Updated list of customers and their respective franchise service subscriptions, including the following: 1. Container type and capacity; service frequency; and 2. Identification of single family or multi-family residential, or commercial customers.
4D	Mandatory Commercial Recycling Subscription Changes. Update reports to reflect expired, new or changed subscriptions of customers that must comply with Mandatory Commercial Recycling. Non-Subscribers. Collection Franchisee will update reports on non-subscribers that appear to generate sufficient waste tonnage to become subject to Mandatory Commercial Recycling (annually).

ATTACHMENT 13B Defaults

EVENT OF DEFAULT		TERMINATION DATE (# days following City Notice to Contract of default)
(2) Failure to collect for 3 or more days	<i>Unless</i> due to uncontrollable circumstances (as defined in the Master Franchise), Collection Franchisee completely fails to provide franchise services under this Collection Franchise	30 days

Attachment 15 City Service Unit

City Hall/Police	(817 FOURTH ST)
(1) 2yd trash 1x/wk	
Fire Dept	(810 FIFTH ST)
(1) 3yd trash 1x/wk	
Corp Yard	(431 E SOUTH ST)
20yd trash RO	
(1) 1yd trash 1x/wk	
Lely Park/Rec Center	(975 E SOUTH ST)
(1) 4yd trash 2x/wk	
(1) 3yd trash 2x/wk	
Vinsonhaler Park	(ROOSEVELT AVE/EAST ST)
4yd trash 2x/wk	
WWTP	(6917 CO RD 200)
(2) 1yd trash 1x/wk	
Lollipop Land	(ROOSEVELT AVE/EAST ST)
4yd trash 2x/wk	
Orland Library	(815 FOURTH ST)
(3) 96 gal trash 1x/wk	
(2) 64 gal rcy 1x/wk	

ATTACHMENT 14 - Orland City Code

Chapter 8.12 - GARBAGE COLLECTION AND DISPOSAL

8.12.010 - Definitions.

When used in this chapter the following words and terms shall have the following meanings:

"Contract agent" means and includes an agent or employee of the city, or any person, firm, corporation or association, or the agents or employees thereof with whom the city shall have duly contracted to collect, transport through the streets, alleys or public ways of the city, and dispose of refuse, garbage, wet garbage and rubbish produced within the limits of the city.

"Garbage" means and includes kitchen and table refuse, offal, swill and also every accumulation of animal and vegetable refuse, and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowl, birds, fruits or vegetables. It shall also include crockery, bottles, tin vessels, ashes, and all refuse, save and excepting as defined in this section as rubbish or wet garbage.

"Refuse" means and includes all matter and materials which are rejected by owners or producers thereof as offensive or useless, and which by their presence or accumulation may injuriously affect the health, comfort or safety of the community by increasing disease or hazard by fire.

"Rubbish" means and includes all combustible and noncombustible waste and refuse matter, excepting garbage, ordinarily accumulating in and about residences, flats, buildings, apartment houses, lodging houses, hotels, stores, shops, offices and other public buildings. Among other things, it shall include tree trimmings, cut in length not to exceed three feet, grass cuttings, dead plants and weeds, and leaves but shall not include brick, mortar, or other debris incident to the construction of buildings.

"Wet garbage" means all clean garbage, suitable for food for hogs, coming from restaurants, cafes, cafeterias, hospitals, hotels, boarding houses, clubs and all other like eating places in the city, and from butchershops and dealers in fresh vegetables, and shall consist of and include only kitchen and table refuse, offal and swill, and every accumulation of animal and vegetable scraps, refuse or waste, and other matter that attends the preparation or consumption, decay, or dealing in, or storage of meats, fish, fowl, birds, fruits or vegetables. Provided, however, that this definition is not intended to nor does it include the by-products of butchershops where such by-products have a commercial value and are not decomposed nor offensive, and where such by-products have not been rejected by the owners or producers thereof as offensive or useless.

8.12.020 - Depositing rubbish in public places prohibited.

It is unlawful for any person to throw or deposit, or cause to be thrown or deposited, any rubbish or refuse, as such terms are defined in this chapter (except brick, brickbats, cement, plaster, stones and gravel, and these only under a building permit), in or upon any vacant lot, or in any backyard, or in or upon any street, alley gutter, highway, park or other public place, in the city; or to deposit, or place or keep any rubbish or waste matter except in the manner prescribed in this chapter.

8.12.030 - Burying garbage.

It is unlawful for any person or persons to bury garbage at any place within the city at a point which is closer than two hundred fifty (250) feet to a residence.

8.12.040 - Accumulation of garbage unlawful—Receptacle standards.

It is unlawful for any owner of real property or tenant thereon to keep, accumulate or permit to be accumulated, any garbage upon any lot or parcel of land, or on any public or private lane, place, street, alley or drive unless the same shall be in a standard commercial container supplied by contracting garbage service or in plastic or galvanized metal receptacles provided with handles. Such receptacles shall have a capacity of not less than fifteen (15) nor more than thirty (30) gallons and such receptacles shall have close-fitting metal or plastic lids or covers which shall be kept closed at all times except when necessary to permit garbage to be taken therefrom or deposited therein.

8.12.050 - Placement of receptacles for collection.

All customers of contract agent using receptacles (not commercial containers) shall place those containers by the curbside in front of their residence or place of business, as the case shall be, for pickup by the city or contract agent at the dates and times designated by the city or contract agent. The containers shall not be kept or permitted to remain at curbside except on the date of a scheduled pickup and the night before such date.

8.12.060 - Unauthorized disposal or collection of garbage prohibited.

It is unlawful for any person other than the city, or such garbage collectors as may be designated by the city under contract therefor or license, or its or his agents or employees, to collect, dispose of, transport, carry or convey through the streets, alleys or public thoroughfares of the city, any garbage, wet garbage, refuse or rubbish or other matters offensive to the sight, or to collect or dispose of the same.

8.12.070 - Interference with collection and disposal of garbage prohibited.

It is unlawful for any person in any manner to interfere with the collection and disposal of refuse, garbage or rubbish by any person not authorized by license or contract to collect and dispose of same.

8.12.080 - Exemptions.

A. Refuse and Rubbish of Residents. Any resident of the city may dispose of, transport, carry or convey through the streets, alleys or public thoroughfares of the city refuse or rubbish property owned by or in the possession of such resident in a vehicle owned by or in the possession of such resident and to deposit such refuse and rubbish in a state of California licensed and approved landfill.

B. Wet Garbage from Business Houses, Hotels, Restaurants and Hospitals. Any business house, hotel, restaurant, hospital or other business establishment may contract or make independent arrangements with any person, other than a contract agent of the city, for the collection, transportation and disposal of wet garbage accumulated from the ordinary business operations of such business house, hotel, restaurant or hospital in which event, such business house, hotel, restaurant or hospital shall be exempt from the payment of the rates prescribed in this chapter as the same may be applicable to wet garbage, provided that the such business house, hotel, restaurant or hospital shall otherwise be subject to and shall comply with all other pertinent and applicable provisions of this chapter. Any person so contracting or arranging for the collection and disposal of wet garbage from any business house, hotel, restaurant or hospital may transport the same upon the streets, alleys or public thoroughfares of the city providing that such person otherwise complies with all of the provisions of Section 8.12.090.

8.12.090 - Standards for transportation of garbage.

A. Garbage and Rubbish Transportation. No garbage or rubbish shall be removed and carried on and along the streets and alleys of the city except that the same be carried, conveyed or hauled in conveyances so constructed as to be absolutely dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon such streets and alleys. The contents of such conveyances must be further protected with appropriate covers so as to prevent the same from being blown on the streets, alleys and adjacent lands.

B. Wet Garbage Transportation. No wet garbage shall be removed or carried on or along any street or alley of the city except the same be transported in watertight containers with proper covers so that the garbage shall not be offensive and every such container shall be kept clean and the garbage shall be so loaded that none of it shall fall, drip or spill to or on the ground, sidewalk or pavement.

8.12.100 - Exclusive right of contract.

At such time as there is in force a contract entered into by the city with any person for the collection of garbage in the city, it is unlawful for any person, other than the persons in the employ of the contractor having such contract, to collect or transport any garbage within the city. Any person producing wet garbage as defined in this chapter shall place all such wet garbage in suitable containers apart from his dry garbage. It is unlawful for any such person to

sell or dispose of such wet garbage and all of it must be delivered to the city, its agents or contractors, for removal and disposal.

8.12.110 - Contract provisions.

A. For the collection and disposal of refuse, garbage, wet garbage and rubbish, a contract for a period not to exceed ten (10) years may be entered into by the city in accordance with and subject to the terms and conditions of this chapter.

B. Such contract shall provide that the contractor shall collect and dispose of the refuse, garbage, wet garbage and rubbish in the city in the manner in this chapter provided, and shall not charge any amounts in excess of the rates specified in this chapter. The contractor shall be required to furnish a cash or surety bond to the city in the sum of five thousand dollars (\$5,000.00), conditioned upon the faithful performance of the contract and the provisions of this chapter. Such contractor shall have the sole and exclusive right, except as in this chapter otherwise provided, to collect all refuse, garbage, wet garbage and rubbish in the city and transport the same through the streets and public ways of the city.

C. Such contract shall also require that the contractor procure for the period covered by the proposed contract, full compensation insurance with an "industrial carrier," as defined by and in accordance with the provisions of those certain statutes enacted by the legislature of the state of California, known as the "Workman's Compensation Act" approved May 26, 1913, and as subsequently amended.

D. Such contract shall also require that the contractor carry public liability insurance to the extent of fifty thousand dollars (\$50,000.00) for the death or injury of one person; one hundred thousand dollars (\$100,000.00) for the death or injury of more than one person, and property damage insurance to the extent of five thousand dollars (\$5,000.00) upon each of the trucks or other vehicles used by him in carrying out the work called for in the contract; such insurance to cover both the city and the refuse collector.

E. The city council by resolution shall have the power to provide for the inclusion in such contract of such terms as it deems necessary to protect the interests of the city.

F. The contractor shall not be obligated to make any collections from any person who has not paid the charges in the amounts and at the times specified by the city.

8.12.120 - Collection rates.

Any person from whom garbage, wet garbage, rubbish or refuse is collected under the provisions of this chapter, shall pay to the city, or to the contract agent, at such place and in such manner as may be designated by the city fees for collection services. Fees for collection services shall be established by resolution of the city council.

8.12.125 - Required collection service.

A. Use of the City's Franchise Collection/Hauler Service is Required.

1. The periodic collection of garbage, recyclable items and other solid waste materials from improved properties in the city benefits occupants of places and premises in the city, and promotes and protects the health, safety and welfare of all residents of the city. Therefore, collection services provided by the city's franchise collector/hauler are required for all owners of improved property within the city in or from which solid waste is created, accumulated or produced.

2. Solid waste must be regulated to the extent necessary to protect the health, safety, and welfare of the public, to conserve disposal capacity, to meet state laws and to ensure cost effective public service. To this end, the city council finds that to give practical effect to this policy, a universal collection ordinance to regulate the collection of waste, and a comprehensive system for the storage, collection, removal, transport, recovery of marketable and recyclable materials, and disposal of solid waste in the city is essential.

B. Applicability.

1. Solid waste collection service is required for garbage, recyclable items and other solid waste materials generated on all occupied properties within the city, as identified in this section.

2. No provision herein contained shall be construed to conflict with any provision of the Integrated Waste Management Act, the Medical Waste Management Act, or any other state or federal law. In the event such a conflict exists, or shall exist in the future, state or federal law shall be controlling. This section is not intended, nor shall it apply to transfer stations or other solid waste disposal facilities.

C. Subscription to Collection Service. The property owner of each occupied premises shall assume responsibility for subscribing to collection service within seven days of either written notification from the city or occupancy of the premises, whichever is sooner

D. Property Owner Responsible for Securing Collection Service. The owner of any improved property in or from which solid waste and recyclable materials is created, accumulated or produced is responsible for subscribing to the collection service to be rendered to such property by the city's franchised collection service. It is the property owner's responsibility, not the tenant's, to secure and maintain collection services.

E. Payments on Behalf of Owner Permitted. Nothing in this section is intended to prevent an arrangement, or the continuance of an existing arrangement, under which payments for collection service are made by a tenant or tenants, or any agent on behalf of the owner. However any such arrangement will not affect the owner's obligation to the city or to the franchise collector/hauler for payment for such service.

F. Initial Notification of Required Collection Service. Within 90 days of adoption of an ordinance by the city requiring curbside collection service, the city shall notify by mail all affected property owners of the ordinance and the requirement for such property owners to subscribe to the collection service. This mailing list will then be provided to the city's franchise collector/hauler to monitor service subscriptions. Upon completion of the notification process, the city's franchise collector/hauler will deliver the appropriate service bins/carts to each property. The city will also attempt to notify landlords and property managers.

G. Written Notice Required for Non-Use. The city's franchise collector/hauler shall give written notice to the city manager or designated representative of the address of any occupied premises within the city which is not subscribing to the collection and disposal service provided by the collection service franchised by the city.

H. Failure to Subscribe.

1. If the city manager has reason to believe that any property owner required to subscribe for service has failed to subscribe or failed to maintain a subscription for service, the city manager may cause written notice to be mailed to the owner of the real property so affected directing the owner to subscribe for such service within ten days after the date of the notice.

2. Any such notice shall state that if the person to whom it is directed fails within the ten-day period to subscribe for such collection service, or fails to appear and show sufficient cause why such person should not be required to subscribe, the city manager may authorize such service and the charges therefore will be assessed against the real property upon which the premises served are located.

3. After notice and a public hearing, confirmed unpaid delinquent accounts shall constitute a lien on the property. The lien shall continue until the amount of the charges and interest thereon at the legal rate, computed from the date of confirmation of the charge, is paid in full or until it is discharged of record.

4. Alternatively or in addition, the confirmed amount may be made a personal obligation of the property owner of record. Alternatively, or in addition, the confirmed amount may be specially assessed against the real property involved, and collected at the same time and in the same manner as ordinary real property taxes.

I. Exemptions.

1. Property owned by federal, state or local governments shall be exempt from the requirements of this section.

8.12.130 - Emergency removal.

Nothing in this chapter shall be deemed to prohibit the removal and hauling by an unlicensed person of materials considered by the health officer or police department to constitute a health menace of such nature as necessary to be ordered by either of such officers to be promptly removed.

8.12.140 - Enforcement.

A. The chief of police and the city health officer are specifically required to enforce the provisions of this chapter, including the right of entry on any or all properties for the purpose of determining whether or not the provisions of this chapter are being conformed with and it is unlawful for any person to deny or obstruct such entry.

B. Any owner or tenant of real property may be cited for a violation of this chapter.

