



## ORLAND CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, December 03, 2024 at 6:30 PM  
Carnegie Center, 912 Third Street, Orland, CA 95963

P: (530) 865-1600 | [www.cityoforland.com](http://www.cityoforland.com)

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

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

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

**Virtual Meeting Information:**

<https://us02web.zoom.us/j/89942916008>

**Webinar ID: 899 4291 6008 | 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](mailto:jtschmitke@cityoforland.com) or by phone at (530) 865-1610 by 4:00 p.m. on the day of the meeting**

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

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

4. **STATEMENT OF RESULTS FOR THE GENERAL ELECTION HELD NOVEMBER 5, 2024**

**A.** Adopt Resolution 2024-16 Certifying the Canvass and Statement of Results for the General Election held November 5, 2024: Results to be provided on December 3rd (Pg.4) - Mayor Chris Dobbs

5. **RECOGNITION OF COUNCILMEMBERS BRUCE T. ROUNDY, JEFFERY A. TOLLEY AND CHRIS DOBBS**

6. **OATH OF AFFIRMATION OF ALLEGIANCE FOR NEW COUNCILMEMBERS - City Clerk**

7. **ELECTION OF MAYOR AND VICE MAYOR FOR 2024-2025 - Jennifer Schmitke, City Clerk**

**A.** Request nominations for Mayor for 2024-2025; after close of nomination, City Clerk requests votes for those nominated; City Clerk declares results of election.

**B.** Request nominations for Vice Mayor for 2024-2025; after close of nomination, City Clerk requests votes for those nominated; City Clerk declares results of election.

**C.** New Mayor and Vice Mayor are seated

**8. CITY COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS** - Jennifer Schmitke, City Clerk

- A.** Appointments/Reappointments of Residents to City Commissions (Discussion/Action) (Pg.6)
- B.** City Council 2025 Appointments to Boards and Commissions (Pg.12) - Discuss the process

**9. CONSENT CALENDAR**

- A.** Warrant List (Payable Obligations) (Pg.14)
- B.** Approve City Council Minutes for (Pg.18)
- C.** Letter of Interest in Co-funding an Assessment Study to Determine the Feasibility of the City Joining Pioneer JPA (Pg.23)
- D.** Adopt Resolution 2024-XX Authorizing City Manager to execute Agreements with State Board of Equalization for Implementation of Local Transactions and Use Tax (Pg.37)
- E.** Approve Agreement for preparation to administer and operate City's Transactions and Use Tax Ordinance (Pg.38)
- F.** Approve Agreement for State Administration of City Transactions and Use Taxes (Pg.40)
- G.** Approve First Amendment to Agreement for Use and Transaction Tax Services with Hinderliter de Lamas and Associates (Pg.47)
- H.** Adopt Resolution 2024-XX Authorizing Examination of Sales, Use and Transactions Tax Records (Pg.66)

**10. PRESENTATIONS**

- A.** PUBLIC WORKS & ENGINEERING PRESENTATION
- B.** ADMINISTRATION PRESENTATION

**11. ADMINISTRATIVE BUSINESS**

- A.** Employee Training Agreements: Public Works (Discussion/Action) - Pete Carr, City Manager (10 min) (Pg.69)
- B.** Services Agreement for CPA Advisor (Discussion/Action) - Pete Carr, City Manager (20 min) (Pg.72)
- C.** Streetscapes Phase 1 Project Options (Discussion/Direction/Action) - Pete Carr, City Manager (20 min) (Pg.74)

**12. 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).

**13. CITY COUNCIL COMMUNICATIONS AND REPORTS**

**14. ADJOURN**

**CERTIFICATION:** Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on November 26, 2024.

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

**RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND  
CERTIFYING THE CANVASS AND STATEMENT OF RESULTS  
FOR THE ELECTION HELD NOVEMBER 5, 2024**

AS A BASIS AND PREMISE for this Resolution, the City Council of the City of Orland finds:

That on November 5, 2024 the City of Orland held a General Election combined with the County of Glenn and the results thereof should now be declared.

NOW, THEREFORE BE IT RESOLVED that,

1. The total number of votes cast in the General Election held in Orland, California on November 5, 2024 was 2,691.
2. The names of all persons voted for and the number of votes they received for each office are:

For Councilperson (Four-Year Term):

William A Irvin	378
<u>JC Tolle</u>	<u>855</u>
Jeffrey A. Tolley	556
Chris Dobbs	395
Alex Enriquez	800
Dennis G. Hoffman	326
Bruce T. Roundy	497
James Edward Paschall	213
<u>Terrie Barr</u>	<u>900</u>
<u>Brandon Smith</u>	<u>888</u>

3. Measure J – Ordinance No. 24-04. To fund Orland Ambulance Services, construction and maintenance of Orland Streets, Orland Parks and Recreation, and Orland Library Services, and other general funded City services, shall the measure to raise the current city sales tax rate of 0.5¢ to 1.0¢, providing approximately \$1,500,000, annually, all money locally controlled, with published annual audits, starting April 1, 2025, until ended by voters, be adopted?

No 845

Yes 1706

\*\*\*\*\*

PASSED AND ADOPTED this 3rd day of December 2024, by the City Council of the City of Orland by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Schmitke, City Clerk



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: December 3, 2024**

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**TO:** Honorable Mayor and Councilmembers  
**FROM:** Jennifer Schmitke, City Clerk  
**SUBJECT:** **Appointments/Reappointments to City Commissions (Discussion/Action)**

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Consider appointment/reappointments to fill positions on commissions that have terms expiring as of December 31, 2024.

**BACKGROUND:**

City Commissioners whose terms expire December 31, 2024, were recently asked to inform City Staff if they wish to be reappointed. Staff has confirmed that the Recreation, Arts, Public Works and Safety, and Library Commissions have sufficient candidates to fill all expiring seats.

In August 2024, the Planning Commission advertised an open seat with a term ending in December 2026, requiring the appointee to be a City resident. Two applicants, Alex Enriquez and Claire Arano, have applied for the position. City Staff have been awaiting the election results before presenting these applicants to the Council.

One member of the Economic Development Commission (EDC) does not wish to be reappointed. Depending on the election outcome, an additional opening may arise on the Economic Development Commission in December. If so, City Staff will issue the appropriate notice once the results are finalized.

**ANALYSIS:**

**Public Works and Safety Commission** – Three (3) vacancies with new terms expiring December 31, 2026.

*Applicants: Byron Denton, James Paschall and Emil Cavagnolo (Consider Reappointment)*

**Arts Commission** – Four (4) vacancies with new terms expiring December 31, 2028.

*Applicants: Rae Turnbull, Steve Elliott, Patricia Turnbull and Mason Greeley (Consider Reappointment)*

**Recreation Commission** – Three (3) vacancies with new terms expiring December 31, 2026

*Applicants: Shannan Ovard, Joser Rosales and Larry Carmona (Consider Reappointment)*

**Economic Development Commission (EDC)** – Three (3) vacancies with new terms expiring December 31, 2026

*Applicants: Dee Dee Jackson (Consider Reappointment) and Two open seats*

**Library Commission** – Two (2) vacancies with new terms expiring December 31, 2026

*Applicant: Sherry Romano and Mary Viegas (Consider Reappointment)*

**Planning Commission** – Two (2) vacancies with new terms expiring December 31, 2028

*Applicants: Stephen Nordbye and Wade Elliott (Consider Reappointment)*

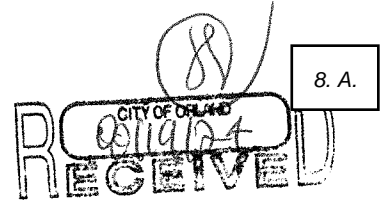
Council has three options regarding the previously advertised Planning Commission seat:

1. Appoint one of the current candidates.
2. Have the candidates go through the interview process.
3. Keep the vacancy open and continue advertising the position.

**RECOMMENDATION:**

City staff recommends appointing one of the candidates that have applied to the open seat on the Planning Commission and reappointing all incumbents. For the two vacant EDC seats, staff suggest posting the openings for a month and returning to Council with the results.

**FISCAL IMPACT OF RECOMMENDATION:** None

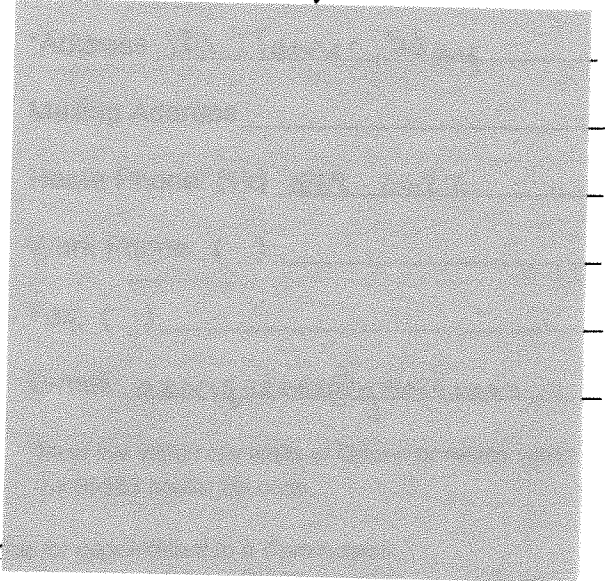


**CITY OF ORLAND  
FACT SHEET FOR COUNCIL APPOINTMENT  
TO COMMISSIONS, COMMITTEES AND BOARDS**

Body to which appointment is sought:

- Arts Commission
- City Council
- Economic Development Commission
- Library Commission
- Parks & Recreation Commission
- Planning Commission
- Public Works & Safety Commission
- Safety Commission
- Reappointment to Commission**

Name Alex Enriquez



*Not required to complete below if reapply*

EDUCATION

High School Graduate  GED  Location \_\_\_\_\_

Other formal education B.S. Mechanical Engineering

EMPLOYMENT HISTORY

List all employment during the last five years. If retired, list last employer.

<u>Period</u>	<u>Employer (include location)</u>	<u>Position/Title</u>
<u>2024</u>	<u>M.tech Chico, CA</u>	<u>Design Engineer</u>
<u>2019-2024</u>	<u>Transfer Flow Chico, CA</u>	<u>Mechanical Engineer</u>

(continued on other side)



Fact Sheet for Council Appointment  
Page 2 of 2

PERSONAL DATA

Are you related to any member of the City Council, any City Board/Commission/ Committee Member or City Employee? NO. If yes, please list name and relationship:

Yes. Jose Rosales, Cousin

Year you became an Orland resident. \_\_\_\_\_

Have you ever been convicted of a felony? No If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_

List civic activities, clubs, association, etc. None

\_\_\_\_\_  
\_\_\_\_\_

Briefly state your reasons for interest in the appointment sought. \_\_\_\_\_

I want to contribute to the City of Orland to help make it  
a desirable place to live.

\_\_\_\_\_  
\_\_\_\_\_

I certify that the foregoing is true and correct to the best of my knowledge.

Alph Esp  
Signature

Date: 8/19/24

**IMPORTANT: Appointees to certain commissions and boards will be required to complete a Statement of Economic Interest (Form 700) as required by California Government Code §87200 et seq. and the City of Orland Conflict of Interest Code.**

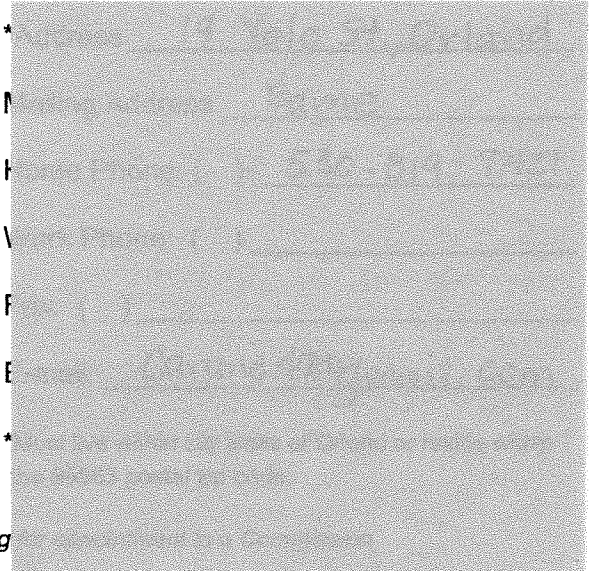
Return form to: City Clerk  
City of Orland  
815 4<sup>th</sup> Street  
Orland CA 95963

CITY OF ORLAND  
FACT SHEET FOR COUNCIL APPOINTMENT  
TO COMMISSIONS, COMMITTEES AND BOARDS

Body to which appointment is sought:

- Arts Commission
- City Council
- Economic Development Commission
- Library Commission
- Parks & Recreation Commission
- Planning Commission
- Public Works & Safety Commission
- Safety Commission
- Reappointment to Commission**

Name Claire Arano



Not required to complete below if reapplying

EDUCATION

High School Graduate  GED  Location \_\_\_\_\_

Other formal education Butte College

EMPLOYMENT HISTORY

List all employment during the last five years. If retired, list last employer.

<u>Period</u>	<u>Employer (include location)</u>	<u>Position/Title</u>
<u>2022-Present</u>	<u>Retired</u>	
<u>2010-2022</u>	<u>Glenn Co. Office of Educ.</u>	<u>Literacy Tutor</u>

(continued on other side)

Fact Sheet for Council Appointment  
Page 2 of 2

PERSONAL DATA

Are you related to any member of the City Council, any City Board/Commission/ Committee Member or City Employee? No. If yes, please list name and relationship:

\_\_\_\_\_  
Year you became an Orland resident. 1947

Have you ever been convicted of a felony? No If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_

List civic activities, clubs, association, etc. Glenn Chorale, Orland Women's Improvement Club, Orland Alumni Assn, Orland Rotary, Orland Patriots, Orland Chamber of Commerce.

Briefly state your reasons for interest in the appointment sought. \_\_\_\_\_  
I served previously on the Planning Commission and really enjoyed my time there. Orland is growing and it is an exciting time to serve, and insure that our growth is orderly and well planned.

I certify that the foregoing is true and correct to the best of my knowledge.

Cecilia Garcia  
Signature

Date: 8/18/2024

**IMPORTANT:** Appointees to certain commissions and boards will be required to complete a Statement of Economic Interest (Form 700) as required by California Government Code §87200 et seq. and the City of Orland Conflict of Interest Code.

Return form to: City Clerk  
City of Orland  
815 4<sup>th</sup> Street  
Orland CA 95963

**2025 Council Appointments to Boards and Commissions**  
**Updated October, 2025**

**City Commissions**

Arts 3 <sup>rd</sup> Wed, monthly, 7 pm	Roundy Romano (alternate)
Economic Development (EDC) 2 <sup>nd</sup> Tues, every month, 4 pm	Romano Tolley (alternate)
Library 2 <sup>nd</sup> Mon, every other month, 5:00 pm	Dobbs McDermott (alternate)
Parks & Recreation 4 <sup>th</sup> Wed, meets when called, 6:30 pm	Roundy Tolley (alternate)
Planning 3 <sup>rd</sup> Thurs, monthly, 5:30 pm	McDermott Tolley (alternate)
Public Works/Safety 2 <sup>nd</sup> Thurs, every even month, 4 pm	Roundy McDermott (alternate)

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**County Committees**

Joint City/County EDC	Romano and Tolley
LAFCo  Meets 2 <sup>nd</sup> Monday, 9 am, monthly County pays \$25 monthly stipend <b>(Alternate switches between Orland &amp; Willows 2025 alternate appointment will be from Willows)</b>	Bruce Roundy (member) appt. until May 2025, <i>Alternate for 2024 (Orland) - John McDermott</i>
Transit Committee Meets with Local Transportation Comm. County pays \$50 monthly stipend	Roundy and Romano <i>Tolley (alternate)</i>
Transportation Commission 3 <sup>rd</sup> Thurs, monthly, 10 am, County pays \$50 monthly stipend	Roundy and Romano

Solid Waste Management Regional Agency  
(2023 two rep year/2024 one rep year)

Roundy  
*Tolley (alternate)*

Air Pollution Control District Board

Mayor  
*Vice Mayor, alternate*

Airport Land Use Commission  
No meeting schedule

Dobbs  
*No alternates on this commission*

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Fire Department Liaison  
2<sup>nd</sup> Mon, monthly, dinner 7 pm,  
meeting 8pm

Dobbs  
*McDermott (alternate)*

Glenn County Groundwater Sustainability Agency

Roundy  
*Pete Carr (alternate)*  
***City Staff needed (alternate)***

Golden State Risk Management  
2<sup>nd</sup> Wed every other month, 6 pm  
*GSRMA pays \$100 per meeting stipend*

(Orland does not have representation at this time).

Cal Cities  
(a.k.a League of California Cities)

Roundy  
*Romano (Alternate)*

Orland Area Chamber of Commerce  
*Board – 1st Thursday, monthly, noon*

Romano  
*Tolley (alternate)*

Orland Unit Water Users' Assoc  
Voting delegate

Dobbs

Code Enforcement Hearing Officer

Tolley  
*Romano (alternate)*

Queen Bee Capital Board

City Staff

Resource Conservation District

Roundy

Glenn County Senior Wellness Roundtable

McDermott

Glenn County Continuum of Care

McDermott

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

# CITY OF ORLAND

INCORPORATED 1909

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



**CITY OFFICIALS**  
 Jennifer Schmitke  
 City Clerk  
  
 Leticia Espinosa  
 City Treasurer

**CITY MANAGER**  
 Peter R. Carr

## WARRANT LIST

December 3, 2024

PERS 10/03/2024 - 10/16/2024 #21	11/19/2024	\$	732.88
Wire - Yiftee Inc. Queen Bee Bucks	11/22/2024	\$	22,000.00
Payable Obligation Drafts	11/26/2024	\$	6,014.55
Payable Obligation	11/26/2024	\$	1,334,734.49
		\$	<u>1,363,481.92</u>

APPROVED BY

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Mayor, Chris Dobbs

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Vice-Mayor, Mathew Romano

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Councilmember, Jeffrey A. Tolley

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Councilmember, John McDermott

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Councilmember, Bruce T. Roundy



City of Orland, CA

9. A.

# Check Report

By Vendor Number

Date Range: 11/25/2024 - 11/25/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Checking-Accounts Payable Checking</b>						
CAR02	Cardmember Service	11/25/2024	Bank Draft	0.00	3,765.98	DFT0000254
MIS01	Missionsquare - 304591	11/25/2024	Bank Draft	0.00	2,248.57	DFT0000253

### Bank Code AP Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	6,014.55
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>2</b>	<b>0.00</b>	<b>6,014.55</b>



City of Orland, CA

Open Payable Report 9. A.

As Of 11/25/2024

Summarized by Payable Account

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
<b>Payable Account:</b> 999-2099 - Accounts Payable (Pooled Cash)								
<u>0004883</u>	REC/ Refund For Youth Basketba	Alaine Parkerson	11/25/2024	70.00	0.00	0.00	0.00	70.00
<u>02323CO24362146, 0</u>	LIB/PLF Grant Audiobooks	Overdrive, Inc.	11/25/2024	780.94	0.00	0.00	0.00	780.94
<u>025-486381</u>	CH/Financial Software Setup	Tyler Technologies, INC.	11/25/2024	13,448.75	0.00	0.00	0.00	13,448.75
<u>0265,2425,4698</u>	FD/Equipment, PW/Safety Supp	Grainger, Inc.	11/25/2024	779.13	0.00	0.00	0.00	779.13
<u>100</u>	Ambulance - Measure A - Rent	County Of Glenn	11/25/2024	3,783.82	0.00	0.00	0.00	3,783.82
<u>10012024</u>	PW/Annual Water Membership	California Rural Water As	11/25/2024	252.00	0.00	0.00	0.00	252.00
<u>10064334</u>	PD/Fleet Tires	Tehama Tire Service	11/25/2024	1,539.99	0.00	0.00	0.00	1,539.99
<u>105208</u>	Planning/ Professional Service C	Ecopp Consulting, Inc	11/25/2024	15,162.50	0.00	0.00	0.00	15,162.50
<u>11062024</u>	FD/Measure A-Mill St 1.04 & 51	Pg&E	11/25/2024	726.26	0.00	0.00	0.00	726.26
<u>11072024</u>	PW/Shop Nov 7 - Dec 6, 2024	A T & T	11/25/2024	31.57	0.00	0.00	0.00	31.57
<u>11102024</u>	PW/HL Lift Station - 470	A T & T	11/25/2024	29.83	0.00	0.00	0.00	29.83
<u>11122024</u>	PW/WH Lift Station - 843	A T & T	11/25/2024	30.86	0.00	0.00	0.00	30.86
<u>11132024</u>	PW/Sewer Supplies	Home Depot Credit Service	11/25/2024	446.56	0.00	0.00	0.00	446.56
<u>11152024</u>	PW/Traffic Control	Pg&E	11/25/2024	114.59	0.00	0.00	0.00	114.59
<u>11182024</u>	Cor Ellis St & Jackson St 10/18/2	Pg&E	11/25/2024	9.85	0.00	0.00	0.00	9.85
<u>11192024</u>	PW/Airport Liftstation - 906	A T & T	11/25/2024	30.86	0.00	0.00	0.00	30.86
<u>11222024</u>	Reimbursement for Curb/Sidew	Robert Duffner	11/25/2024	1,400.00	0.00	0.00	0.00	1,400.00
<u>11222024</u>	CM/Reimb-Wash Outlander & R	Peter R. Carr	11/25/2024	110.00	0.00	0.00	0.00	110.00
<u>11252024</u>	DWR Phase 2B Project	Vinsoni Brothers, Inc.	11/25/2024	1,252,301.78	0.00	0.00	0.00	1,252,301.78
<u>11262024</u>	AC/Phone Line & Internet	A T & T	11/25/2024	95.85	0.00	0.00	0.00	95.85
<u>12/24</u>	Plant Operator Consultant Srvs :	Lewis R. Hall	11/25/2024	3,000.00	0.00	0.00	0.00	3,000.00
<u>1321246</u>	PD/Nitrile Gloves for Officers	Dash Medical Gloves	11/25/2024	175.68	0.00	0.00	0.00	175.68
<u>15851, 15850</u>	FD/Measure A- NY Hook, Foam	Cascade Fire Equipment	11/25/2024	494.58	0.00	0.00	0.00	494.58
<u>16653</u>	Engineering/Prof Services + DW	Rolls, Anderson & Rolls	11/25/2024	17,332.25	0.00	0.00	0.00	17,332.25
<u>2038682255</u>	LIB/Books	Baker & Taylor	11/25/2024	41.13	0.00	0.00	0.00	41.13
<u>2083</u>	PW/City Yard - October 2024	Oscar Quezada	11/25/2024	60.00	0.00	0.00	0.00	60.00
<u>22593625</u>	Multi-Depts/Phones Oct. 13 - Nc	A T & T	11/25/2024	962.82	0.00	0.00	0.00	962.82
<u>24-3260</u>	PW/Safety Supplies	T And S DVBE, Inc.	11/25/2024	311.87	0.00	0.00	0.00	311.87
<u>277461</u>	ERC Membership November 6, 2	Liebert Cassidy Whitmore	11/25/2024	3,710.00	0.00	0.00	0.00	3,710.00
<u>4379</u>	REC/1 Unit Adult Soccer N. Valle	North Valley Industries I	11/25/2024	150.85	0.00	0.00	0.00	150.85
<u>5032096929</u>	BD-Plan/Copier Lease	Wells Fargo Vendor Fin Se	11/25/2024	148.70	0.00	0.00	0.00	148.70
<u>514767</u>	FD/Measure A-Medical Oxygen	Airgas-Usa, Llc	11/25/2024	213.10	0.00	0.00	0.00	213.10
<u>52448285</u>	ESC/Fire Extinguisher Training	Johnson Controls Fire Pro	11/25/2024	1,050.00	0.00	0.00	0.00	1,050.00
<u>61598</u>	PD/Fleet Equipment Maintenanc	Corning Ford	11/25/2024	32.76	0.00	0.00	0.00	32.76
<u>62362</u>	FD/Concrete for Testing Facility	Western Ready Mix	11/25/2024	2,430.84	0.00	0.00	0.00	2,430.84
<u>64134</u>	FD/Measure A- Phones	A T & T	11/25/2024	155.29	0.00	0.00	0.00	155.29
<u>663535</u>	PD/Measure A-New Vests and A	San Diego Police Equip	11/25/2024	5,058.87	0.00	0.00	0.00	5,058.87
<u>789202</u>	Multi-Depts/BM-Bathrooms, Cle	Nelson'S Building Mainten	11/25/2024	283.59	0.00	0.00	0.00	283.59
<u>808815, 808968</u>	PW/Lab Services	Pace Analytical Services,	11/25/2024	403.52	0.00	0.00	0.00	403.52
<u>88457</u>	PW/Streets Supplies	Valley Rock Products	11/25/2024	552.58	0.00	0.00	0.00	552.58
<u>9978910813</u>	REC/Communication Oct 17 - Nc	Verizon Wireless	11/25/2024	79.58	0.00	0.00	0.00	79.58
<u>CI048092</u>	FD/Fleet E28 O-Ring, Seals, Gas	Golden State Emergency Ve	11/25/2024	890.14	0.00	0.00	0.00	890.14
<u>Dec2024</u>	PD/Measure A-Uniforms	Sean Johnson	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	FD/Measure A-Uniform Decem	Justin Chaney	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Kyle Cessna	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniform	Edgar Andrade	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	Multi-Depts/Monthly Software :	Corbin Willits Systems	11/25/2024	603.90	0.00	0.00	0.00	603.90
<u>Dec2024</u>	PD/Measure A-Uniforms	Jose Flores	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Alberto Vargas	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Sutton, Brandon	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Katherine Lowery	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Martindale, Ryan	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Daniel Sanchez	11/25/2024	100.00	0.00	0.00	0.00	100.00



Open Payable Report

As Of 9. A. 2024

Payable Number	Description	Vendor	Post Date	Payable Amount	Discount Amount	Shipping Amount	Tax Amount	Net Amount
<u>Dec2024</u>	PD/Measure A- Uniforms	Edgar Pinedo	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Thomas Roenspie	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Israel Rivera	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>Dec2024</u>	PD/Measure A- Uniforms	Raymond J. Vlach	11/25/2024	100.00	0.00	0.00	0.00	100.00
<u>DEC2024</u>	AC/Website Newsletter	Rae Turnbull	11/25/2024	52.00	0.00	0.00	0.00	52.00
<u>DEC2024</u>	AC/Social Media Marketing Dec	Remy Bidstrup	11/25/2024	275.00	0.00	0.00	0.00	275.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Israel Rivera	11/25/2024	27.50	0.00	0.00	0.00	27.50
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Katherine Lowery	11/25/2024	24.00	0.00	0.00	0.00	24.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Edgar Pinedo	11/25/2024	24.00	0.00	0.00	0.00	24.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Sutton, Brandon	11/25/2024	24.00	0.00	0.00	0.00	24.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Lucila Sandoval	11/25/2024	45.00	0.00	0.00	0.00	45.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Jose Flores	11/25/2024	45.00	0.00	0.00	0.00	45.00
<u>Dec2024Gym</u>	PD/Gym Reimbursement	Edgar Andrade	11/25/2024	45.00	0.00	0.00	0.00	45.00
<u>December2024</u>	AC/Cleaning & Maintenance of	Judy Clever	11/25/2024	200.00	0.00	0.00	0.00	200.00
<u>FA250149</u>	LIB/Hamilton City Storage Shed	General Services Glenn Coun	11/25/2024	957.79	0.00	0.00	0.00	957.79
<u>Nov022024</u>	FD/Measure A-Phones, Ipads Se	At&T Mobility (First Net)	11/25/2024	383.90	0.00	0.00	0.00	383.90
<u>nov182024</u>	PW/Cortina Dr Lift Station	Pg&E	11/25/2024	44.11	0.00	0.00	0.00	44.11
<u>Nov2024</u>	Councilmember Stipend Novem	Jeffrey Tolley	11/25/2024	300.00	0.00	0.00	0.00	300.00
<u>Nov2024</u>	Councilmember Stipend Novem	Bruce T. Roundy	11/25/2024	300.00	0.00	0.00	0.00	300.00
<u>Nov2024</u>	Councilmember Stipend Novem	Mathew Romano	11/25/2024	300.00	0.00	0.00	0.00	300.00
<u>Nov2024</u>	Councilmember Stipend Novem	Chris Dobbs	11/25/2024	300.00	0.00	0.00	0.00	300.00
<u>Nov2024</u>	Councilmember Stipend Novem	John Mcdermott	11/25/2024	300.00	0.00	0.00	0.00	300.00
<u>NOV2024</u>	AC/Rent December 2024	Orland-Laurel Masonic Hal	11/25/2024	400.00	0.00	0.00	0.00	400.00
				<b>Payable Account 999-2099</b>	<b>Payable Count: (76)</b>	<b>Total:</b>	<b>1,334,734.49</b>	



## ORLAND CITY COUNCIL REGULAR MEETING

Tuesday, November 19, 2024

### CALL TO ORDER

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

### ROLL CALL

Councilmembers present:

Councilmembers Bruce T. Roundy, John McDermott, Jeffrey A. Tolley, Vice Mayor Matt Romano and Mayor Chris Dobbs

Councilmembers absent:

None

Staff present:

City Manager Pete Carr; City Attorney Greg Einhorn; Police Chief Joe Vlach; City Clerk Jennifer Schmitke; City Engineer Paul Rabo, Library Director Jody Meza

### CONSENT CALENDAR

- A. Warrant List (Payable Obligations)
- B. Approve City Council Minutes from November 5, 2024
- C. Receive and File Economic Development Commission Minutes from October 8, 2024
- D. Receive and File Library Commission Minutes from September 9, 2024
- E. Solid Waste Collection Rate Annual Adjustment
- F. Annual Review and Adjustment to Water and Sewer Rates
- G. Library Management Position

Councilmember Tolley asked to pull item 4F.

**ACTION:** Councilmember Tolley moved, seconded by Councilmember Roundy, to approve items A-E and G on the consent calendar as presented. Motion carried by a voice vote 5-0.

Councilmember Tolley expressed concerns about raising water and sewer rates. In response, the other Councilmembers emphasized the challenges of catching up on deferred rate increases versus maintaining steady adjustments. Councilmembers highlighted the importance of rate increases to support ongoing maintenance of the City's infrastructure. Despite this discussion, Councilmember Tolley reiterated his opposition to the proposed rate hikes.

**ACTION:** Councilmember Romano moved, seconded by Councilmember Roundy, to approve item F on the consent calendar as presented. Motion carried by a voice vote 4-1 (Councilmember Tolley voted no).

## **PRESENTATION - Presentation by Pioneer Community Energy to Consider Co-funding an Assessment Study to Determine the Feasibility of the City Joining Pioneer JPA**

Mr. Carr introduced Gina Stassi-Vanacore and Lisa Delaney from Pioneer Community Energy, who provided an overview of their Community Choice Aggregator (CCA) program. They explained that CCAs allow local governments to procure electricity for residents and businesses while utilities like PG&E handle transmission and distribution. Pioneer prioritizes ratepayer savings, local control, and energy efficiency, offering electricity rates below PG&E's. Ms. Delaney spoke about key benefits of joining Pioneer Community Energy including:

1. **Stable and Competitive Rates:** Significant cost savings for customers, with \$85 million saved from 2018-2023 and \$21 million more projected for 2024.
2. **Local Control:** Membership includes a seat on Pioneer's Board of Directors, ensuring representation and public transparency.
3. **Advocacy:** Strong legislative and regulatory representation, including support for biomass energy.
4. **Economic Growth:** Prioritization of local contracts fosters job creation and business attraction.
5. **Customized Community Programs:** Includes incentives for solar and battery systems, agricultural pilots, energy rebates, and bioenergy initiatives.

Pioneer is interested in expanding into Glenn County and proposed a \$30,000 feasibility study to assess the potential, with Pioneer funding half the cost. The remaining \$15,000 would be shared by Glenn County, Orland, and Willows if they participate. The study will evaluate financial feasibility, projected rates, and power supply costs ahead of a potential October 2027 service launch.

Mr. Carr shared that the EDC reviewed the proposal on November 14 and recommended moving forward with the feasibility study. The County Board of Supervisors will consider it on November 26, and Willows will consider it on December 10.

Councilmember McDermott requested additional details about how PG&E carryover programs and solar customer benefits would transition to Pioneer. Ms. Stassi-Vanacore clarified that these programs would seamlessly transfer from PG&E to Pioneer.

Mayor Dobbs inquired about the process for residents and businesses wishing to opt out and whether the City could proceed with Pioneer independently if Willows and Glenn County chose not to participate after the feasibility study. Ms. Stassi-Vanacore assured that Pioneer would conduct community outreach to educate residents and emphasized that participation is voluntary. She also confirmed that the City could choose to move forward with Pioneer independently after the feasibility study is completed.

Vice Mayor Romano inquired about fees on Pioneer bills, and Ms. Stassi-Vanacore provided an estimated percentage of savings. When asked about the process for the City leaving Pioneer in the future, she explained the procedure for dissolving the agreement if necessary. Regarding energy sourcing, Ms. Stassi-Vanacore clarified that Pioneer purchases energy rather than producing it and achieves lower rates than PG&E by avoiding legacy costs, corporate overhead, and legal litigation expenses.

Councilmember Roundy expressed support for exploring the program, highlighting the potential utility savings for the community. Councilmember Tolley also voiced his support for evaluating the program.

Orland resident and EDC Chairperson Ron Lane recommended moving forward with Pioneer and inquired about the opt-out process, citing a negative experience he had heard from a Nevada County resident.

The Council directed staff to proceed, and Mr. Carr confirmed he would present a letter of intent at the December 3rd meeting.

**ADMINISTRATIVE BUSINESS**

**A. Replacement of Underground Utilities on a Section of Swift Street**

City Engineer Paul Rabo reported that on October 1, 2024, the City Council directed staff to seek partnership funding from the Glenn County Transportation Commission for the reconstruction of Swift Street, from East Street to Woodward Avenue. He emphasized the importance of replacing aging water mains and laterals before roadwork begins to ensure long-term utility reliability and street durability.

While the sewer main is relatively new and does not require replacement, the water infrastructure is outdated and undersized, with replacement costs estimated at \$400,000 for construction alone. Additionally, the clay sewer lines, which have exceeded their expected lifespan, also need replacement.

The total estimated cost for upgrading water and sewer infrastructure, including engineering and contingencies, is approximately \$1.4 million. Mr. Rabo provided a preliminary project estimate that incorporates both utility replacements and street reconstruction.

Mayor Dobbs emphasized the importance of updating the water and sewer lines concurrently with road repaving to ensure long-term infrastructure reliability. Vice Mayor Romano requested clarification on the project cost estimates. Councilmember Roundy highlighted the potential use of Measure J funds to support road maintenance projects like this one. Councilmember Tolley inquired about additional engineering costs and questioned the criticality of updating the utility lines as part of this project. Councilmember McDermott emphasized the importance of upgrading the water lines to enhance firefighting capabilities and ensure public safety.

Orland resident Earl Megginson stated his support for the project and asked the City to consider the residents that live on that street.

Mr. Lane recommended that the water and sewer lines should be replaced at the same time.

**ACTION:** Councilmember Roundy moved, seconded by Councilmember McDermott, to approve the replacement of water and sewer infrastructure on Swift Street from East Street to Woodward Ave, prior to reconstruction of the street surface. Motion carried by a roll call vote 4-1.

**Ayes:** Councilmembers Tolley, Roundy, McDermott, Mayor Dobbs

**Noes:** Vice Mayor Romano voted no

**B. Update to ARPA Project Budget including Feline Population Reduction, Queen Bee Bucks**

Mr. Carr reported that the Council allocated ARPA funds to support COVID-19 recovery efforts, focusing on public safety, business support, and parks improvements. After reviewing fund usage on May 21, 2024, and again on October 15, the Council confirmed alignment with funding objectives.

Mr. Carr noted that ARPA allocations were updated to reflect late 2023 Council decisions. Key changes include removing EV chargers, adding repainting projects for City Hall and the 824 4th St. buildings, planting trees in parks, and increasing funding for Queen Bee Bucks.

On November 12, the County Board of Supervisors allocated \$25,000 of its ARPA funds to a spay/neuter reimbursement program for cats and dogs in partnership with Orland. County staff will work on logistics details.

Mr. Carr reported the EDC also recommended allocating \$20,000 to support another round of the Queen Bee Bucks BOGO program for the holiday season and noted that \$22,000 remains available for future allocation or retention in the General Fund.

The Council unanimously supported moving forward with the Queen Bee Bucks program, emphasizing its positive impact on supporting local businesses and expressing hope that it could launch in time for the holiday season. The Council also expressed appreciation for the progress on the Cat/Dog reimbursement program in partnership with the County, highlighting its potential benefits for the community. Additionally, the Council agreed to prioritize painting City Hall before addressing other city buildings and requested bids for the project.

County resident Kristy Rumble shared her views on painting the City buildings.

County resident Valerie Johnson expressed her gratitude to the City for advancing the reimbursement program and stated she is not supportive of the County’s addition of dogs.

Orland resident Heather LeDonne expressed her concerns about the new reimbursement program, particularly her disagreement with including dogs and euthanasia.

Orland resident Alex Enriquez suggested modifying the Queen Bee Bucks program by moving away from the BOGO structure and instead focusing on increasing the proportion of local dollars reinvested into the community.

Mr. Carr mentioned that City staff could contact the painters to include City Hall in their proposals for the project.

**ORAL AND WRITTEN COMMUNICATIONS**

**PUBLIC COMMENTS:**

Ms. Rumble asked the City to consider flashing crosswalk signs in the school zones on Hwy 32.

**CITY COUNCIL COMMUNICATIONS AND REPORTS**

Councilmember Tolley:

- Attended the EDC meeting on November 12<sup>th</sup>.

Councilmember Roundy:

- Will be attending the Arts Commission meeting November 20<sup>th</sup>.

- Will be attending the Transportation Commission and Transit Committee meeting November 21<sup>st</sup>.

Councilmember McDermott:

- Nothing to Report.

Vice Mayor Romano:

- Nothing to Report.

Mayor Dobbs:

- Nothing to Report.

**MEETING ADJOURNED AT 8:08 PM**

Jennifer Schmitke, City Clerk

Chris Dobbs, Mayor



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: December 3, 2024**

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**TO:** Honorable Mayor and City Councilmembers

**FROM:** Pete Carr, City Manager

**SUBJECT:** Letter of Interest in Co-funding an Assessment Study to Determine the Feasibility of the City Joining Pioneer JPA (Action)

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**BACKGROUND:**

Background and analysis was provided in the November 19, 2024 agenda packet and discussed at the meeting – please refer to the agenda and minutes for that meeting.

**ANALYSIS:**

The City is being offered an opportunity to co-fund -- with Pioneer, Willows and Glenn County – a feasibility study to determine the benefits of Orland moving forward to join the Pioneer community Energy CCA. The cost is \$5000. A letter of interest for this purpose is prepared to express intent to the Pioneer Board. Time is of the essence to get this to the Pioneer Board for consideration at its December meeting.

Attachments (2):

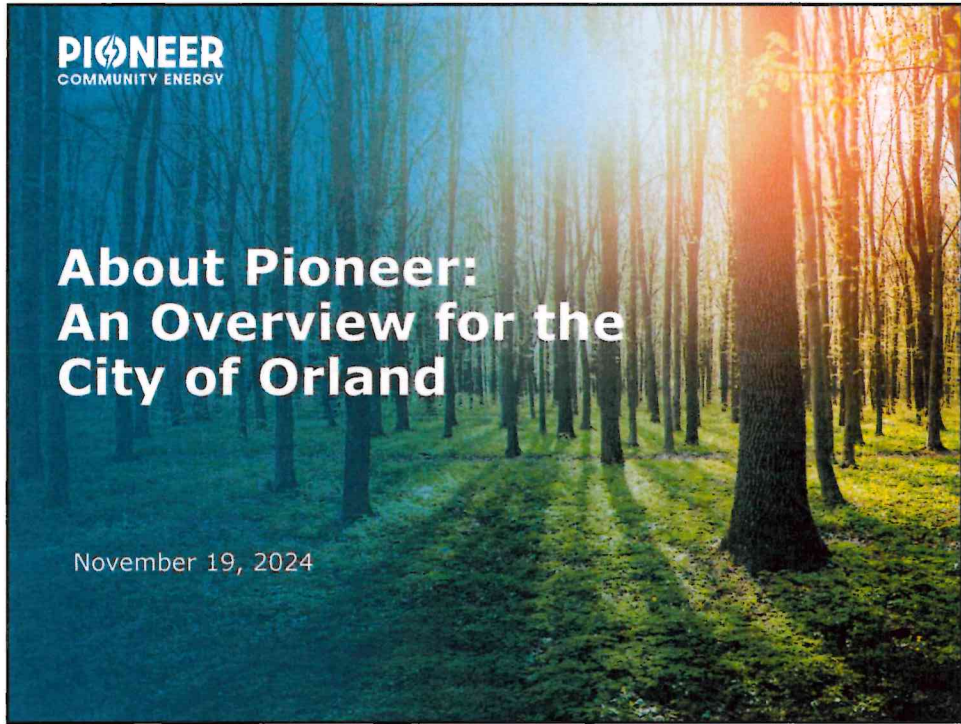
- 1. Draft Letter of Interest to Pioneer Community Energy CCA
- 2. Slide deck from the November 19 presentation

**RECOMMENDATION:**

Approve Orland moving forward with a Letter of Interest to co-fund a feasibility study for the prospect of Orland becoming a member of Pioneer Energy CCA, and authorize the City Manager to execute the letter.

**FISCAL IMPACT OF RECOMMENDATION:**

\$5,000 General Fund.



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## Introductions

- **Gina Stassi-Vanacore:** Director of Communications, Pioneer Community Energy
  
- **Lisa DeLaby:** Community Outreach Manager, Pioneer Community Energy

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## What is a CCA?

- Community Choice Aggregators (CCA) allow local governments to purchase electricity on behalf of customers in place of investor-owned utilities (i.e., PG&E for Pioneer Community Energy's territory)
- Energy crisis in the early 2000s prompted the California Legislature to pass Assembly Bill 117 in 2002, enabling community choice in its electricity provider
- The first CCA launched in 2010. Today:
  - More than 25 CCAs throughout California
  - Serving more than 200 communities
  - Providing generation for approximately 14 million customers



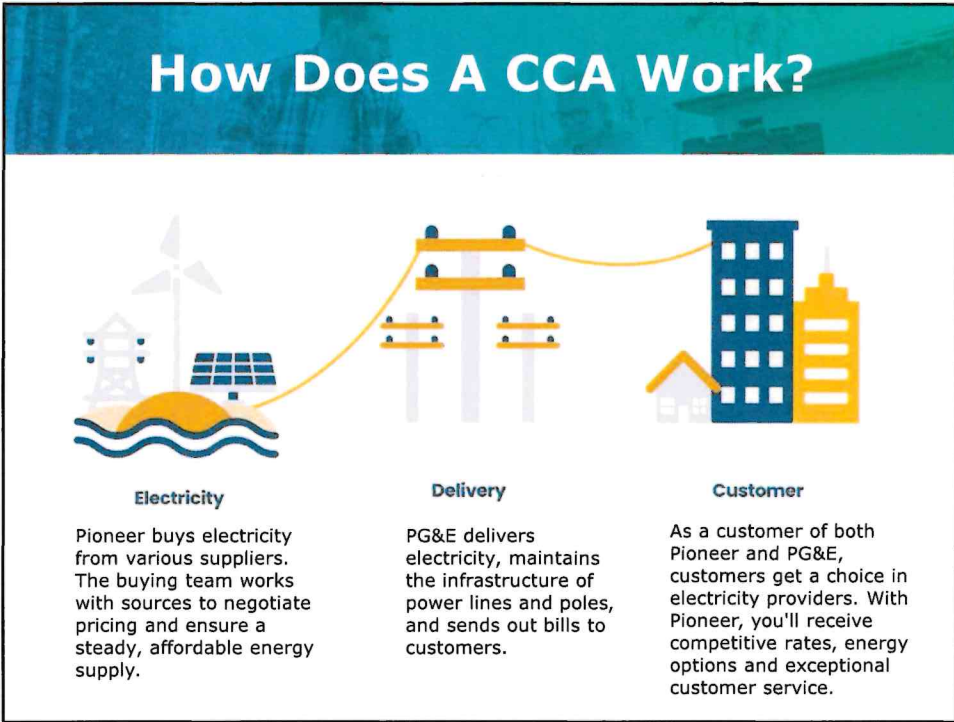
3

## Why Choose Pioneer?

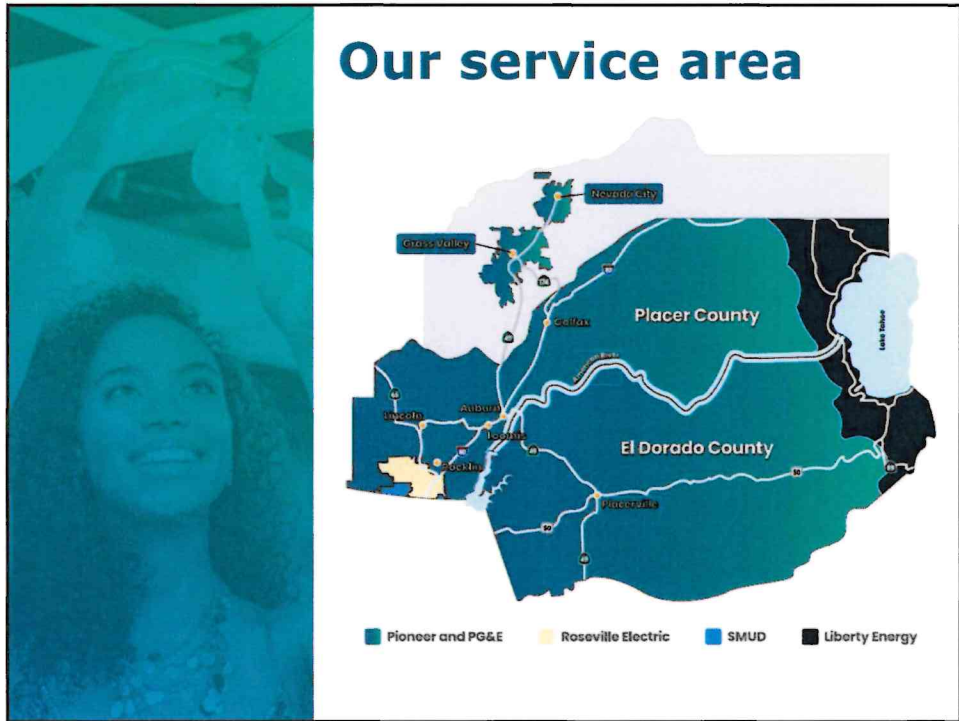
Pioneer serves inland communities with similar priorities like customer savings, community reinvestment, exceptional customer service, and economic development

- **Local Control** - Pioneer is a Joint Powers Authority, a not-for-profit public agency, with a board of directors comprised of only elected officials from the jurisdictions we serve.
- **Ratepayer Savings** - We are committed to providing competitive electricity rates and have saved customers \$85 million since launching in 2018, with an additional \$21 million in savings anticipated in 2024.
- **Community Reinvestment** - Creating opportunities to support biomass, and local power purchase agreements
  - El Dorado Irrigation District (\$37 million)
  - PCWA (Over \$10 million)
  - Sierra Pacific Industries (\$1.2 million)
  - Grass Valley - Biomass RFP
  - Western Placer Waste Management - biomass plant

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# Governance

**One Member – One Vote**  
No weighted voting based on electrical load usage. Each Member gets equal say.

**Board Members are Elected Officials**  
Each Member Agency is represented by an elected official from the City/Town Council or County Board of Supervisors

**You Decide**  
The Member Agency decides who sits on the Board. Pioneer imposes no term limits but encourages consistency when considering the complexities of the business

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- ## Biomass & Advocacy
- **Legislation:** Pioneer sponsored and led AB 843 which passed on a unanimous bipartisan basis – this bill enabled CCAs to participate in the BioMAT program and launched in Spring 2024
  - **Feed-In Tariff:** Pioneer-unique program that incentivizes investment in biomass and small-hydro projects in our service territory to benefit the community and create local jobs
  - **Education:** Recently hosted an event together with SPI, CalFire, and Placer APCD for legislators about the benefits of biomass to support future legislation for biomass
  - **Advocacy Generally:** Ongoing advocacy with legislators and regulatory agencies to keep electricity costs low, promote biomass energy, and grid stability, among other things

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## Programs

Any program a customer is has with PG&E (e.g. CARE/FERA) carries over to Pioneer

- Additional Pioneer-specific programs include :
  - **Online Marketplace** -guides customers through the maze of complex information when deciding to energize their home, and protects them from bad players
  - **Participate.Energy** - \$0 lease program for residents to pair solar+battery storage that provides stability to rates and resiliency to grid outages
  - **GreenLite** – subsidized LED lighting through local retailers in Pioneer’s service area
  - **HVAC Tune-Up Rebate** – provide rebates to incentivize tune-ups on home systems to improve efficiency and lower utility bills
  - **Demand Side Management** programs coming soon that reward customers/businesses to lower energy usage when the grid is stressed
  - **Bi-monthly Customer Advisory Committee**

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## Community/Regional Partner

- Active involvement with Rural County Representatives of California (RCRC) to identify potential biomass projects that leads to economic development
- Participate in member agencies’ Chamber of Commerce committees and events
- Recently co-sponsored League of Cities divisional event
- Sponsor of marquee events like Lincoln Potters Baseball Club and Sierra Nevada Memorial Hospital gala as examples of engagement
- Partner with California Biomass Energy Alliance and Bioenergy Association of California
- Work with Economic Development groups to entice business location with Green100 product and competitive rates

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## Growing Interest in Joining Pioneer

**PIONEER**  
COMMUNITY ENERGY

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## Next Steps

**November 2024**

- Pioneer conducts background meetings to gauge interest in joining working with city/county staff.
- Public meeting presentation from Pioneer.
- Orland, Willows, Glenn County move forward with Impact Assessment Study.
- Pioneer secures required data from PG&E.

**January 2025**

- Study findings shared with staff.
- 1<sup>st</sup> and 2<sup>nd</sup> readings of ordinance conducted by prospective members.

**December 2024**

- Orland, Willows, and Glenn County Impact Assessment Study begins.

**March 2025**

- Implementation Plan Amendment submitted to CPUC.

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## Mission & Vision

Mission Statement (What we do) – Pioneer Community Energy is a locally owned provider of electricity – powering the communities we serve with competitive rates, reliable service, and a choice in energy options

Vision Statement (Where we want to be) – A community partner in reliable energy solutions, and positive local impact, powering today and empowering tomorrow

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## Guiding Principles


- **Mission Statement:** Pioneer Energy is a locally owned provider of electricity – powering the communities we serve with competitive rates, reliable service, and a choice in energy options
- **Vision Statement:** A community partner in reliable energy solutions and positive local impact, powering today and empowering tomorrow

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## Rate Products

### Residential Electricity Rates\*



**44.1% Renewable\***


**\$265.36\*\***  
average total

**\$90.82**  
Electricity

**N/A**  
Green100 Charges

**\$177.13**  
PG&E Shipping Charges

**\$(2.59)\*\*\***  
PCIA + FFS



**100% Renewable**


**\$272.43\*\***  
average total

**\$90.82**  
Electricity

**\$7.07**  
Green100 Charges

**\$177.13**  
PG&E Shipping Charges

**\$(2.59)\*\*\***  
PCIA + FFS



**38.3% Renewable**

**\$278.85\*\***  
average total

**\$96.54**  
Electricity

**N/A**  
Green100 Charges

**\$177.13**  
PG&E Shipping Charges

**\$5.19\*\*\***  
PCIA

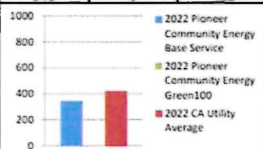
\*As reported to the California Public Utilities Commission and Pioneer's Board of Directors.

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## Power Mix

### 2022 POWER CONTENT LABEL

Pioneer Community Energy  
<https://pioneercommunityenergy.org/about-us/key-documents/>

Greenhouse Gas Emissions Intensity (lbs CO <sub>2</sub> e/MWh)			Energy Resources					
2022 Pioneer Community Energy Base Service	2022 Pioneer Community Energy Green100	2022 CA Utility Average	2022 Pioneer Community Energy Base Service Power Mix	2022 Pioneer Community Energy Green100 Power Mix	2022 CA Power Mix			
343	0	422	<b>Eligible Renewable<sup>1</sup></b>	<b>44.1%</b>	<b>100.0%</b>			
			Biomass & Biowaste	0.6%	0.0%			
			Geothermal	6.3%	0.0%			
			Eligible Hydroelectric	2.7%	21.6%			
			Solar	11.5%	28.4%			
			Wind	23.3%	30.0%			
			<b>Coal</b>	<b>0.0%</b>	<b>0.0%</b>			
			<b>Large Hydroelectric</b>	<b>1.3%</b>	<b>9.2%</b>			
			<b>Natural Gas</b>	<b>0.0%</b>	<b>36.4%</b>			
			<b>Nuclear</b>	<b>27.6%</b>	<b>9.2%</b>			
			<b>Other</b>	<b>0.0%</b>	<b>0.1%</b>			
			<b>Unspecified Power<sup>2</sup></b>	<b>27.0%</b>	<b>7.1%</b>			
			<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>			
			<b>Percentage of Retail Sales Covered by Retired Unbundled RECs<sup>3</sup>:</b>			<b>4%</b>	<b>0%</b>	

<sup>1</sup>The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.  
<sup>2</sup>Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.  
<sup>3</sup>Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity portfolio, contact: **Pioneer Community Energy**  
1 (844) 937-7466

For general information about the Power Content Label, visit: <https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program>

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## PG&E Programs Carry Over

- Enrollment in any program with PG&E, carries over to Pioneer. Examples include but not limited to:
  - CARE
  - FERA
  - Medical Baseline
- PG&E service will not be impacted by joining Pioneer (e.g., service request placed last in que with PG&E because you're with Pioneer)
- In addition, customers have access to Pioneer programs that are created to meet the unique needs of the communities we serve.

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## Benefits for Solar Customers

- Pioneer has 42,000+ solar accounts
- If you are a net generator, we pay a 1/2 cent premium over PG&E for your power
- If you are a net consumer, you enjoy the same discount as non-solar customer
- No contract or PPA required
- Reconcile monthly
- Annual pay-outs
- Indifferent on NEM 1,2 or SBP



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# How are customers billed?



**ENERGY STATEMENT**  
www.pge.com/MyEnergy

Account No:  
Statement Date: 05/03/2023  
Due Date: 05/24/2023

Service For:

**Your Account Summary**

Amount Due on Previous Statement	\$310.25
Payment(s) Received Since Last Statement	-311.00
Outstanding Credit Balance	-\$0.75
Current PG&E Electric Delivery Charges	\$80.73
Pioneer Community Energy Electric Generation Charges	51.35
Current Gas Charges	110.27

**Questions about your bill?**

Mon-Fri 7 a.m.-7 p.m.  
Saturday 8 a.m.-5 p.m.  
Phone: 1-800-743-5000  
www.pge.com/MyEnergy

<b>Total Amount Due by 05/24/2023</b>	<b>\$241.60</b>
---------------------------------------	-----------------

**PG&E Bill – Page #1**

- Pioneer listed on the front page
- Customer pays total energy bill to PG&E – one payment
- PG&E remits \$ to Pioneer

**CITY COUNCIL**

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

**CITY OFFICIALS**

Jennifer Schmitke  
City Clerk

Leticia Espinosa  
City Treasurer

# CITY OF ORLAND

INCORPORATED 1909

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



**CITY MANAGER**

Peter R. Carr

December 3, 2024

Don Eckert  
CEO  
Pioneer Community Energy  
2510 Warren Drive, Ste. B  
Rocklin, CA 95677

**RE: Letter of Interest for Pioneer Community Energy – City of Orland**

Dear Mr. Eckert,

The City of Orland would like to explore the mutual benefits that may be realized if the Orland were to become a member agency to Pioneer Community Energy (Pioneer), a Community Choice Aggregator (CCA), by participating in an Impact Assessment Study.

The City of Orland has an interest in providing additional energy options for our residents and businesses, particularly if there is a pathway to that energy being provided at a lower rate than that provided by PG&E. In addition – it appears based on our discussions, there could be a synergy of energy interests between Pioneer and Orland.

This letter allows Pioneer to begin exploration of potential inclusion and financial feasibility of Orland as a member agency in the Pioneer JPA with an Impact Assessment Study. The cost of the Impact Assessment Study is \$30,000, of which Pioneer will fund half of the cost. The remaining \$15,000 would be split between Glenn County, Orland and Willows, if they choose to move forward, and amounts to \$5,000 for each jurisdiction.

I look forward to continuing our conversations and I am optimistic that there is potential for mutual benefits that will be favorable to both of our organizations.

Sincerely,

Peter R. Carr  
City Manager

**RESOLUTION NO. 2024-17**  
**A RESOLUTION OF THE CITY COUNCIL OF**  
**THE CITY OF ORLAND**  
**AUTHORIZING CITY MANAGER TO EXECUTE**  
**AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION**  
**FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on April 2<sup>nd</sup>, 2024, the City Council approved Ordinance No.2024-04 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Orland that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Orland held on December 3<sup>rd</sup>, 2024, by the following vote, to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: (s) \_\_\_\_\_  
Jennifer Schmitke, City Clerk

(s) \_\_\_\_\_  
Mayor

**2024-XX**  
**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE**  
**CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Orland, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City Hall  
815 4<sup>th</sup> Street  
Orland, Ca 95963

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF ORLAND

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

\_\_\_\_\_  
(PETER R CARR)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Orland has adopted, and the voters of the City of Orland (hereafter called “City” or “District”) have approved by the required majority vote, the City of Orland Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7252, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No.2024-04, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.



**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City’s self-imposed limits or by final judgment of any court of the State of California holding that City’s ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller’s permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**

**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

**ARTICLE IV  
COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov). If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at [jservices@cdtfa.ca.gov](mailto:jservices@cdtfa.ca.gov) or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Orland  
815 Fourth Street  
Orland, CA 95963

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2025. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
ADMINISTRATION OF TAXES IF THE  
ORDINANCE IS CHALLENGED AS BEING INVALID

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF ORLAND

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

\_\_\_\_\_  
(Peter R. Carr)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this "Agreement") is entered into as of April 15, 2024 (the "Agreement Date") by and between Hinderliter de Llamas and Associates ("Consultant"), and City of Orland ("Client"), which is located within the state of California (the "State").

### WITNESSETH:

**WHEREAS**, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, "Consultant's Business"); and

**WHEREAS**, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

**WHEREAS**, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

#### 1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services"). In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide the Services or any services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in any of the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any disputed portion of the invoice not timely paid and will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.



5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

## 6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client's staff as may be

designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software's documentation, nor modify (or allow the modification of) the Software or the Software's documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or the Software's documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client's access to such software (including, without limitation, by Consultant, such software's owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant's or such third parties' exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Well in advance of when Client may disclose such information in response to any request for public records, Client must notify Consultant in writing about the request and, if Consultant requests it, Client must apply for any potential exemption from disclosure that may exist under applicable law.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other

than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

## **7. Term and Termination.**

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

## **8. Indemnification.**

8.1 Client agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) related to any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was reasonably and in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission of Client or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Client Group"). In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

8.2 Promptly after Consultant receives notice of the commencement of any proceeding for which it intends to make a claim for indemnification under this Agreement, it should notify Client, but the failure to so notify will not result in the loss of any rights of any of Consultant Group to indemnification hereunder except to the extent that Client does not otherwise become aware of such

proceeding and is actually adversely affected thereby to a material extent. Client will assume the defense of Consultant Group (including the employment of legal counsel reasonably satisfactory to Consultant) and payment of such counsel's fees and disbursements (including retainers). Should Consultant reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if Client has not assumed the defense, then any of Consultant Group may employ separate legal counsel, and Client will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of Consultant Group.

8.3 Client will not, without Consultant's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of Consultant Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each of Consultant Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of Consultant Group.

## **9. Liability Limitations; Governing Law; Dispute Resolution.**

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or gross negligence.

9.1.5 No claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than one year after the date on which such claim arose (regardless of the date when Client may have discovered a basis for the claim).

9.1.6 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

## **10. General Legal Provisions.**

- 10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.
- 10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

- 10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.
- 10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.
- 10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary, Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: 120 S. State College Blvd. STE 200, Brea CA, 92821, Attn: HdL Contracts, Email: contracts@hdlcompanies.com; and Client: City of Orland, Attn: Peter R. Carr, Email: citymanager@cityoforland.com.

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

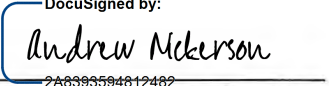
**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.


**CONSULTANT:**

**CLIENT:**

Hinderliter de Llamas and Associates

City of Orland

By:   
Andrew Nickerson, President

  
By: Peter R. Carr  
Its: City Manager

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]



**SCHEDULE A**  
Sales, Use and Transactions Tax  
Economic Analysis/Forecasting and Related Services

**SERVICES – Sales and Use Tax**

**1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports**

- 1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with City.
- 1.3. Shall additionally provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.
- 1.5. Periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

**2. Allocation and Audit Recovery Services**

- 2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.

**SCHEDULE A**  
Sales, Use and Transactions Tax  
Economic Analysis/Forecasting and Related Services

- 2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

**SERVICES – Transactions Tax Services**

**3. Transactions Tax and Economic Analysis/Forecasting Services/Reports**

- 3.1 Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 3.2 Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 3.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
- 3.4. Consultant shall make available to CITY the HdL proprietary software program and Measure "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

**4. Deficiency/Allocation Reviews and Recovery**

- 4.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
- 4.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "A" City boundaries, and therefore subject to transactions tax.
- 4.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
- 4.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
- 4.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "A" Transactions Tax District.
- 4.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately

**SCHEDULE A**  
**Sales, Use and Transactions Tax**  
**Economic Analysis/Forecasting and Related Services**

reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

- 4.3. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

**5. Consulting and Other Optional Services**

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

**FEES – Sales and Use Tax Services**

**6. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports**

- 6.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$360** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by City no later than 30 days after the invoice date.
- 6.2. Consultant may change the non-hourly Fees established above (but not more than once a year). Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

**7. Allocation and Audit Recovery Services**

- 7.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 7.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.
- 7.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.
- 7.4. Consultant recognizes City's authority to waive or reduce the tax/fee-related debt of a business. Should City decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a City voluntary election to

**SCHEDULE A**  
Sales, Use and Transactions Tax  
Economic Analysis/Forecasting and Related Services

waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

**FEES – Transactions Tax Services**

**8. Transactions Tax and Economic Analysis/Forecasting Services/Reports**

- 8.1. Fees shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 8.2. Consultant may change the non-hourly Fees established above (but not more than once a year). Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

**9. Allocation and Audit Recovery Services**

- 4.1 Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

**10. Consulting and Other Optional Services**

- 10.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 10.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

**11. General Provisions Relating to Fees**

- 11.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.
- 11.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

**12. Confidentiality Information**

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section

**SCHEDULE A**  
Sales, Use and Transactions Tax  
Economic Analysis/Forecasting and Related Services

7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 12.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 12.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 12.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 12.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

**CITY OF ORLAND  
FIRST AMENDMENT TO  
AGREEMENT FOR USE AND TRANSACTIONS TAX SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Use and Transactions Tax Services ("First Amendment") is entered into on the 3<sup>rd</sup> day of December, 2024, by and between the CITY of ORLAND ("CITY") and Hinderliter de Llamas and Associates, a California corporation ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Transaction Tax Services dated April 15<sup>th</sup>, 2024 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement to include consultation services for Transaction Tax – Measure J.

Schedule A herein is attached to the original Agreement’s Schedules.

2.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF ORLAND**

**HINDERLITER DE LLAMAS & ASSOC.**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

## SCHEDULE A

### SERVICES

#### 1. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “J” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 1.2. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
- 1.4. Consultant shall make available to CITY the HdL proprietary software program and Measure “J” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

#### 2. Deficiency/Allocation Reviews and Recovery

- 2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
  - 2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “J” City boundaries, and therefore subject to transactions tax.
  - 2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
  - 2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - 2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “J” Transactions Tax District.
- 2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.
- 2.2. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

#### 3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City’s staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

## FEES

### 4. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees shall be paid **\$300** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

### 5. Allocation and Audit Recovery Services

- 5.1. Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

### 6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

### 7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

### 8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records. The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.



- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

## 9. Software Use and Proprietary Information

**Software Use.** Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be deactivated.

**Proprietary Information.** As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS**

**WHEREAS**, pursuant to Ordinance Number 73-7, the City of Orland entered into a contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and collection of sales and use taxes; and

**WHEREAS**, pursuant to Ordinance Number 2024-04, Revenue and Taxation Code section 7270, the City of Orland (Orland) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

**WHEREAS**, the City Council of the City of Orland deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORLAND HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration (Department), is hereby appointed to represent the City with authority to examine sales or use and transactions tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

**Section 2.** The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

**Section 3.** That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, transaction and use tax records of the Department pertaining to sales, transaction and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and Hinderliter, de Llamas & Associates:

- (a) has an existing contract with the City to examine those sales, transaction and use tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those transaction and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those transaction and use tax records, after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transaction and use tax records by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

**Section 4.** That this resolution supersedes all prior resolutions of the City Council of the City of Orland adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this 3rd day of December 2024.

ATTEST: \_\_\_\_\_  
Jennifer Schmitke, City Clerk

\_\_\_\_\_  
Mayor

I, Jennifer Schmitke , City Clerk of the City of Orland , California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced approved and adopted by the City Council of the City of Orland, at a regular meeting of said Council held on the 3rd day of December 2024, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Jennifer Schmitke, City Clerk



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: December 3, 2024**

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Pete Carr, City Manager

**SUBJECT:** **Employee Training Agreements – Public Works** (Discussion/Action)

**BACKGROUND:**

Retention of skilled employees has long been an issue for the Public Works Department, where the City expends significant resources to provide substantial skills training, certification and experience, then the employee takes the certificate or license elsewhere for higher-paying employment. The MOU with the General Unit obligates the City to pay for Public Works specialized certification but not necessarily training. The increasing cost of training is an impediment for many employees, so the City tends to share or pay the cost, or some employees avoid having to gain needed training.

The City's salary scale and license stipend are intended to recognize the enhanced value of the trained employee and induce retention, but this has not proven adequate in recent and current labor markets.

**ANALYSIS:**

The City and the bargaining unit representatives have been working together to draft a policy that would benefit the employee with City-paid training while benefiting the City with improved retention of skilled employees. The result is a proposed agreement between the City and the employee that the employee will remain in City employment for an additional two years following the completion of certain City-paid training and certifications.

The type of training intended for this agreement would include:

- Water Treatment, Water Operator
- Wastewater Treatment, Wastewater Operator
- Class A Driver
- ASE Certified Mechanic
- Other courses and certifications as needed per City Management

Attachment: Employee Training Agreement sample

**RECOMMENDATION:**

Approve the Employee Training Agreement as proposed

**FISCAL IMPACT OF RECOMMENDATION:** Unknown, but it is anticipated the increased expense of paid training will be more than offset by cost savings from reduced turnover of skilled employees.



**TRAINING REIMBURSEMENT AGREEMENT**

This Training Reimbursement agreement (“Agreement”) is entered into by and between the City of Orland (City and \_\_\_\_\_ (Employee).

**WHEREAS**, the City has hired the Employee into a position for which one or more State of California certifications or licenses are required or are of value to the City and Employee; and

**WHEREAS**, this (these) certification(s) is(are) of value to Employee in that they may be used by the Employee in connection with employment other than with the City; and

**WHEREAS**, the City is providing payment for the training required for such certification(s) in anticipation of the Employee continuing to work for the City for at least two (2) years from the completion date of the training or certification, whichever is later, so that the City may recover some of the cost of the investment in the training; and

**WHEREAS**, neither the City nor the Employee intend this Agreement to constitute any type of employment agreement or guarantee of continued employment; and

**WHEREAS**, the Employee understands that the City would not provide such training unless the Employee intended to continue to work for the City, and the Employee therefore agrees to reimburse the City in the event that the Employee voluntarily terminates his or her employment prior to two (2) years from the conclusion of the training.

**NOW, THEREFORE**, in consideration of the premises and the promises stated herein, the undersigned agree that:

- 1. The City will pay for the training necessary for the following certification(s)

<u>Certification</u>	<u>Cost</u>	<u>Completion Target Date</u>
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2. If the Employee voluntarily terminates his/her employment with the City prior to two (2) years following the date of the completion of the training, the Employee agrees to reimburse the City the cost of the training incurred set forth above by the City as determined by the schedule shown below:

NUMBER OF MONTHS OF SERVICE FROM COMPLETION DATE OF TRAINING:	REIMBURSEMENT
MONTHS 0-6	100%
MONTHS 7-12	75%
MONTHS 13-18	50%
MONTHS 19-23	25%
MONTH 24	0%

3. The Employee expressly authorizes the City to deduct any reimbursement amount owned under the terms of this Agreement from any compensation owed by the City to the Employee at the time of or following voluntary termination of employment by the Employee. The Employee shall promptly pay to the City the full balance of any amount owed that is not deducted from compensation. The Employee shall remain personally liable until the entire amount owed is paid in full.

4. In the event that the City terminates the Employee’s employment other than for cause during the two (2) years following the date of training completion, the Employee’s obligations as related to this Agreement will be considered fulfilled.

5. This Agreement shall be construed under the laws of the State of California. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

City

Employee

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: December 3, 2024**

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**TO:** Honorable Mayor and City Councilmembers

**FROM:** Pete Carr, City Manager

**SUBJECT:** **Services Agreement for CPA Advisor** (Discussion/Action)

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**BACKGROUND:**

In lieu of an in-house full-time public accountant or finance director, the City of Orland has for many years engaged a certified public accountant (CPA) knowledgeable with municipal finance on a contract as-needed basis. This cost-effective arrangement ensures a CPA oversees the City's monthly accounting, analyzes financial reports, assists with budgeting, and prepares the City for its annual outside financial audit. The annual expense to the City is typically \$30,000-40,000.

The City's current CPA, Roy Seiler, will be retiring from active practice in January 2025. Mr. Seiler provides similar services to Corning and Biggs.

**ANALYSIS:**

City management staff has been working for several months, in concert with Corning and Biggs, and with the consultative guidance of Mr. Seiler, to identify a suitable replacement CPA service. Our objective has been to find an affordable common provider, preferably located in our region, while acknowledging that many of the services can now be provided remotely. Familiarity with Tyler Systems would be a big plus.

There are many firms interested, but most are located out of State and/or are price-prohibitive. Few firms specialize in small cities and districts. After an exhaustive search and many interviews, we have identified three suitable top candidates: RGS, JJACPA and LSL.

RGS is Regional Government Services, a non-profit joint-powers authority (JPA) with a bench of distributed providers in NorCal and statewide, a wide range of services, many clients both cities and special districts. RGS is established to provide cost-effective services to local government. RGS would be almost entirely remote, bills hourly based on a \$106-\$216/hr rate schedule, and estimates annual expense to be \$21,400.

JJACPA is a private firm with one office in Fort Bragg and one in the Bay Area, thus a smaller bench of accountants but is currently providing financial audit services for Corning. JJACPA provides most of its service on site with daily billing based on hourly rates x 8 hours. Their offer to Orland is \$2400/mo for typical months + extra for budgeting and audit prep, or a flat \$3200/mo, thus we estimate \$28,800 to \$38,400.



LSL is a private firm with four offices in California including one in Sacramento, and one in Texas. It has a strong bench of accountants with experience primarily in larger jurisdictions. LSL provides most of its service remotely with hourly billing based on a \$110-\$420/hr rate schedule. They estimate services for Orland would likely total \$8000-12,500 per month (\$96k - \$150k/year). All three firms have good references and Tyler familiarity.

Attachments: Proposals from each firm are provided separately to each Council member.

**RECOMMENDATION:**

Authorize City Manager to enter an agreement with RGS for financial advising services and execute a contract not to exceed \$24,000 annually.

**FISCAL IMPACT OF RECOMMENDATION:**

None. The up to \$12,000 expense this fiscal year is offset by budgeted services already being provided by R.Seiler. Up to \$24,000 next fiscal year, which would be less than this year.



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: December 3, 2024**

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**TO:** Honorable Mayor and City Councilmembers

**FROM:** Pete Carr, City Manager

**SUBJECT:** **Streetscapes Phase 1 Project Options** (Discussion/Direction/Action)

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**BACKGROUND:**

The City in 2017/2018 developed and adopted the Walker Street -- Streetscape Master Plan, envisioning improvements to Walker Street between Second and Sixth Streets in pedestrian facilities, drainage, and aesthetics. Funding for implementation of this multi-million dollar project is only just beginning to materialize in a Caltrans-driven SR32 improvement project slated for construction 2025-27. The City applied for several federal and state grants to fund the street furnishings portion of the project, without success.

City Council in its American Rescue Plan Act (ARPA) budget set aside \$200,000 for Phase 1 with the understanding that the City could add pedestrian-friendly improvements on 4<sup>th</sup> and 5<sup>th</sup> Streets now (Phase 1) as a model for the master plan improvements to be constructed later (Phase 2) as part of the upcoming Caltrans SR32 reconstruction projects. The phases would have consistent streetlamps and street furnishings, resulting in a more attractive and enjoyable pedestrian shopping experience. Phase 2 would also include landscaping (trees/planters) on Walker Street, whereas 4<sup>th</sup> and 5<sup>th</sup> already have these features.

Staff met with several interested business owners over the past year and explored options consistent with the master plan and the current budget. These concepts, based on the Master Plan pages 29-41, were presented and refined at the 9/12/23 EDC meeting and recommended to Council 9/19/23. There were many potential options available for decorative street features.

Council on 9/19/23 discussed the initial proposal concepts, heard input from the public, and provided direction to City Staff to bring this back for action in two weeks to enable additional public input. The City posted photographic examples of proposed lampposts on Facebook 9/30/23. Council also asked Staff to look into engaging the OHS welding shop for fabrication of custom features.

At its 10/3/23 meeting, Council heard additional public input and directed Staff to proceed. The concept included paired lampposts to allow for festooning of patio-type lights across the street, with the possible addition of mini-light strands lengthwise over the sidewalks. OHS agreed to take on fabrication of the lampposts, while Staff ordered LED lamps, benches, trash receptacles and bulk reel light strands from commercial vendors.

**ANALYSIS:**

The City obtained a permit from PG&E, engaged a local electrician, and talked with business owners about placement of the street furnishings. As lampposts became available from OHS, the City crew had a Chico

firm powdercoat the lampposts while the crew prepared sidewalk footings and hexagonal pedestals. Three parking bumpers have been added where risk of contact with parking vehicles is evident.

Two considerations are presented now, seeking Council direction:

First, there exists an opportunity to color or otherwise beautify the 30" high raw concrete pedestals. The Orland Arts Commission considered colored stucco and other potential surface treatments. Their recommendation is to paint or stain the pedestals an earthy brown. Staff concurs and suggests acid-wash then stain with sealer for optimal aesthetic appeal and minimal maintenance requirement.

Second, a concern more recently identified is that there is less height clearance for the patio lights than anticipated. 14.5' is minimum, and it appears the current configuration will result in 13-14' at the center of the road. Staff feels there are several options if the patio lighting is to remain a critical part of the project:

- A. Extend the height of the lampposts an additional 12-18" utilizing a telescoping steel base; or
- B. Add taller posts in the center tree pits, connected by a cable over which the cross-street patio lights could arch upward toward the center, achieving desired height clearance. This would be an option for 4<sup>th</sup> Street only, not 5<sup>th</sup>.
- C. Repurpose these lampposts to Walker Street, and replace with new taller posts; or
- D. Seek property owner permission to string the patio lights from building to building.

Arts Commission chair Rae Turnbull recommends keeping the lamppost height as-is and foregoing the cross-street patio lights in favor of strings of lights lengthwise over the sidewalks.

Staff can illustrate options with examples from other towns. The budget for the project is in order with allowance for reasonable enhancements to the project.

Attachments:

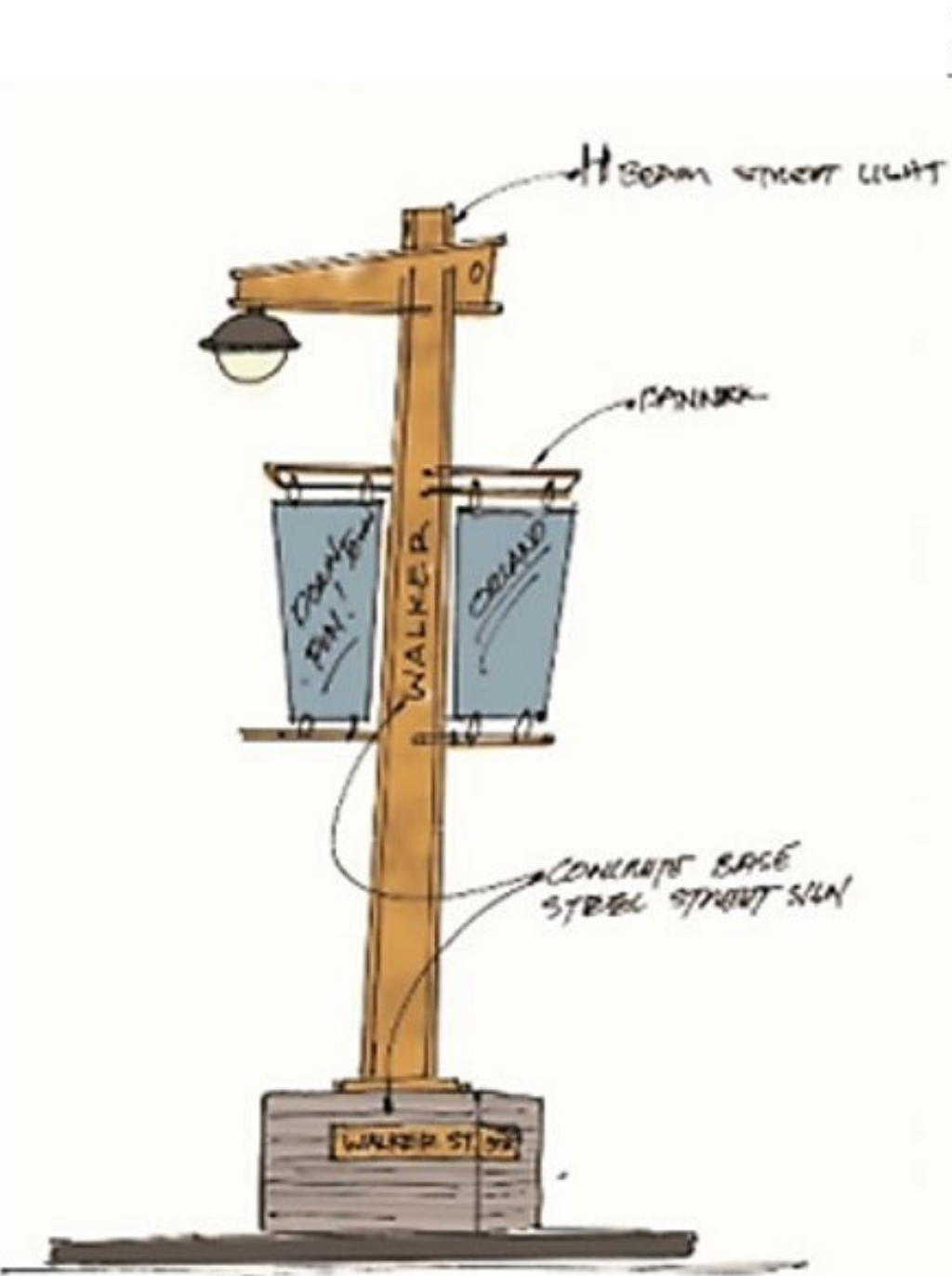
- 1. Planned lamppost images
- 2. Sample stained-brown concrete images
- 3. Photographic examples from other cities
- 4. Streetscapes Phase 1 project budget update

#### **RECOMMENDATION:**

Direct Staff re: pedestals and lighting.

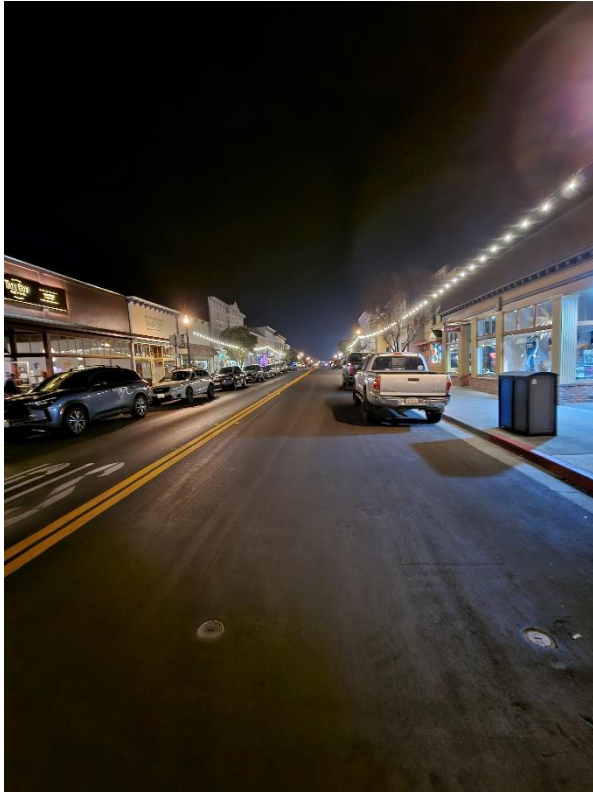
#### **FISCAL IMPACT OF RECOMMENDATION:**

Depends on directions, presumably within current budget allowance.



11. C.









Broadway , Chico



Orland

Walker St

Walker St

11. C.

5th St

4th St

3rd St

Colusa St

81



**Orland Streetscapes Project Budget Phase 1**

**Oct 31 2024**

Lampposts -- material (for 28)	\$	22,458
Lampposts -- fabrication supplies	\$	2,779
Powder-coating, est.	\$	7,850
Pedestals -- concrete, est	\$	4,050
<i>Pedestals -- acid stain est</i>	\$	4,800
LED Lamps (28)	\$	61,127
Patio lights -- bulk reel	\$	4,148
<i>Electric install -- estimate</i>	\$	20,000
City crew labor, est	\$	10,000
PG&E Permit	\$	125
Benches (16)	\$	32,276
Trash receptacles (22)	\$	14,674
<b>Phase 1 total</b>	<b>\$</b>	<b>184,287</b>
<hr/>		
Budget	\$	200,000
Remaining Balance	\$	15,713

*Italics = expense not yet incurred in full*

Note: City will have 12 extra lampposts and lamps.