



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**MAY 6, 2014**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

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### **CLOSED SESSION (5:00 P.M.)**

#### **ROLL CALL**

Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

### **CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 7)**

#### **RECONVENE TO OPEN SESSION**

### **OPEN SESSION (6:00 P.M.)**

#### **PLEDGE OF ALLEGIANCE**

#### **PROCLAMATION / PRESENTATION**

A *New Business Acknowledgement* and *Welcome to Oroville* for *Sunset Vista Realty*.

A Presentation by *Muni Services* relating to *Municipal Revenue Enhancement Services*.

A Presentation by City staff relating to the *Samuel J. Norris Award for Excellence*.

#### **RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3

the time allotted for presentations may be limited.

## **CONSENT CALENDAR**

1. **APPROVAL OF THE MINUTES OF THE APRIL 15, 2014 REGULAR MEETING, APRIL 28, 2014 AND APRIL 29, 2014 SPECIAL MEETINGS OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **ZONING CODE 14-01: HOUSING ELEMENT CODE AMENDMENTS** – staff report

The Council may consider adopting certain amendments to Chapter 26 of the Oroville Municipal Code for the purpose of fulfilling City objectives as specified in the 2009-2014 Housing Element of the General Plan. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Waive the second reading and adopt by title only, Ordinance No. 1804 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE OROVILLE MUNICIPAL CODE FOR THE PURPOSE OF FULFILLING CITY OBJECTIVES AS SPECIFIED IN THE 2009-2014 HOUSING ELEMENT OF THE GENERAL PLAN.**

3. **AMERIPRIDE SERVICES AGREEMENT FOR UNIFORM CLEANING SERVICES** – staff report

The Council may consider extending the funding for the existing Ameripride Services Service Agreement for uniform cleaning services through June 30, 2014. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize staff to increase the amount of the Ameripride Services Service Agreement from \$3,000 to \$5,000 for uniform cleaning services and extend the Agreement through June 30, 2014.**

4. **BUILDING SAFETY MONTH AND AMNESTY PROGRAM FOR MAY/JUNE 2014** – staff report

The Council may consider approving waiver of previously assessed Code Enforcement fines and/or fees when related to the Building Permit Amnesty Program for May/June 2014. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

Council Action Requested: **Authorize the waiver of previously assessed Code Enforcement fines and/or fees when related to the Building Permit Amnesty Program for May/June 2014.**

5. **AUDITOR ROTATION AND SELECTION POLICY** – staff report

The Council may consider an Auditor Rotation and Selection Policy, which will require the City to engage in a competitive process to select an auditor every 3 – 5 years. **(Glenn Lazof, Interim Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8209 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AN AUDITOR ROTATION AND SELECTION POLICY.**

6. **PURCHASE OF DAVE CLARK BEHIND HEAD HEADSETS WITH MICROPHONES** – staff report

The Council may consider the purchase of twenty (20) Dave Clark Behind Head headsets with microphones from the lowest responsible bidder, Day Wireless Systems, in an amount not to exceed \$6,774.50, and establishing a budget for utilizing City Fire Suppression Impact Fees for the purchase. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested:

1. **Authorize the use of Fire Suppression Impact Fees for the purchase of twenty (20) Dave Clark**

Behind Head headsets with microphones.

2. Approve Supplemental Appropriation No. 2013/14-0506-XX to establish a budget for the purchase in the Fire Suppression Impact Fee Fund as indicated in the May 6, 2014 staff report.
3. Authorize the purchase of twenty (20) Dave Clark Behind Head headsets with microphones from the lowest responsible bidder, Day Wireless Systems, in an amount not to exceed \$6,774.50.

**7. CALLING AND SETTING THE DATE AND CONSOLIDATION OF THE NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION – staff report**

The Council may consider calling and setting the date of the November 4, 2014 General Municipal Election, setting forth the offices to be voted upon, and requesting consolidation of the election with Butte County. **(Randy Murphy, City Administrator/City Clerk and Jamie Hayes, Deputy City Clerk)**

Council Action Requested:

1. **Adopt Resolution No. 8210 – A RESOLUTION OF THE OROVILLE CITY COUNCIL REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE.**
2. **Adopt Resolution No. 8211 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES FOR THE ELECTION OF ONE (1) MAYOR, THREE (3) CITY COUNCIL MEMBERS AND ONE (1) TREASURER.**

**8. EAST TRUNK LINE REPLACEMENT PROJECT – staff report**

The Council will receive an update regarding the Thermalito Water and Sewer District East Trunk Line Replacement Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **None.**

**9. LOCAL AGENCY INVESTMENT FUND INVESTMENT RESOLUTION – staff report**

The Council may consider an Investment Resolution with the Local Agency Investment Fund (LAIF) for the City of Oroville. **(Karolyn J. Fairbanks, City Treasurer)**

Council Action Requested: **Adopt Resolution No. 8212 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND FOR THE CITY OF OROVILLE.**

**PUBLIC HEARINGS** -None

**REGULAR BUSINESS**

**10. PACIFIC COAST PRODUCERS PARKING ISSUE IN LOCAL RESIDENTIAL NEIGHBORHOOD – staff report**

The Council may consider directing staff to address the parking concerns held by local residential neighborhoods regarding Pacific Coast Producers employee parking during the harvest season. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Direct staff on the appropriate action(s) to take to resolve the parking issue identified in the May 6, 2014 staff report.**

**11. STANDARD INTERAGENCY AGREEMENT WITH REGIONAL GOVERNMENT SERVICES – staff report**

The Council may consider a Standard Interagency Agreement with Regional Government Services (RGS), in the amount of \$110,000, and ratify the expenditure of \$25,000 for Interim Director and Municipal Finance Advisory Services. **(Randy Murphy, City Administrator)**

Council Action Requested:

1. **Ratify the expenditure of \$25,000 for Interim Director and Municipal Finance Advisory Services provided by Regional Government Services.**
2. **Adopt Resolution No. 8213 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A STANDARD INTERAGENCY AGREEMENT WITH REGIONAL GOVERNMENT SERVICES, IN THE AMOUNT OF \$110,000, FOR INTERIM DIRECTOR AND MUNICIPAL FINANCE SERVICES, AS NEEDED – (Agreement No. 3065).**

**12. 2014 ROAD MAINTENANCE PROJECT – staff report**

The Council will hear an update regarding the planned Road Maintenance Project for 2014 and subsequent years. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Authorize staff to coordinate with Butte County for the chip sealing only or chip sealing and fog sealing of Nelson Avenue and Table Mountain Boulevard under the authority of the Mutual Aid Agreement to Provide Road Maintenance Services.**
2. **Authorize staff to issue a Request for Bids to complete pre-seal road repairs.**
3. **Authorize staff to issue a Request for Bids to complete the re-striping work for Nelson Avenue and Table Mountain Boulevard.**
4. **Authorize staff to explore the option of piggy backing a low bidder Slurry Seal Contract for Nelson Avenue from a slurry seal bid opening conducted by Butte County on April 15, 2014.**

**13. LEGISLATIVE GUIDING PRINCIPLES AND PRIORITIES – staff report**

The Council may consider establishing a legislative guiding principle and priority policy to all City Administration to respond quickly to support or oppose legislative actions that impact the City of Oroville. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Direct staff to work with an ad-hoc committee to establish a legislative guiding principle and priority policy to allow City Administration to respond quickly to support or oppose legislative actions that impact the City of Oroville.**

14. **STATE THEATRE REQUEST FOR PROPOSALS UPDATE-** staff report

The Council will receive an update on the Request for Proposals relating to the operations and management of the historic Oroville State Theatre. **(Donald Rust, Director of Community Development, Bob Marciniak, Program Specialist, and Luis Topete, Associate Planner)**

Council Action Requested: **Reject all Proposals relating to the operations and management of the historic Oroville State Theatre and direct staff to:**

1. **Continue to operate the State Theatre at a loss.**

**OR**

2. **Increase the rental fee for the State Theatre; and**
3. **Continue seeking long-term management, operations and maintenance through tenant occupancy; and**
4. **Establish the Foundation and Board of Directors to help seek a long-term solution and charitable donation for the State Theatre; and**
5. **Continue seeking grant funding for the operations and management of the historic Oroville State Theatre.**

**OR**

6. **Direct staff as necessary.**

15. **CONSIDERATION OF RECRUITING FOR THE VACANT POSITION OF DIRECTOR OF FINANCE AND POSSIBLE MODIFICATIONS TO THE CURRENT JOB DESCRIPTION** – staff report

The Council may consider recruiting for the vacant position of Director of Finance and may review and consider modifications to the related job description. **(Randy Murphy, City Administrator)**

Council Action Requested:

1. **Provide direction regarding the recruitment and selection for a new Director of Finance, including the use of an outside agency in order to facilitate the process**
2. **Provide direction regarding any modifications of the existing job description and salary range.**

16. **APPOINTMENT TO THE PLANNING COMMISSION AND RE-APPOINTMENTS TO THE PLANNING AND PARK COMMISSIONS** – staff report

The Council may consider the appointment of a qualified City resident to serve on the Oroville Planning Commission for the remainder of former Commissioner Singh's term ending June 30, 2016. The Council may also consider re-appointing Carl Durling, Tua Vang and Wyatt Jenkins to the Oroville Planning Commission for four year terms ending June 30, 2018 and Machel Conn and Beth Brown Standley to the Oroville Park Commission for five year terms ending June 30, 2019. **(Randy Murphy, City Administrator/City Clerk and Donald Rust, Director of Community Development)**

Council Action Requested:

1. Reappoint Planning Commissioners Durling, Jenkins and Vang to serve on the Oroville Planning Commission to serve at least one full 4 year term ending June 30, 2018.
  2. Appoint a qualified City resident to fill the current vacancy on the Oroville Planning Commission from the list of remaining candidates that applied for the Planning Commission vacancy from the December 3, 2014 Council meeting to serve the remainder of former Commissioner Singh's term ending June 30, 2016.
  3. Reappoint Park Commissioners Brown-Stanley and Conn to the Oroville Park Commission to serve an additional five year term ending June 30, 2019.
17. **REVISIONS TO THE DEPUTY FIRE CHIEF AND ASSISTANT POLICE CHIEF JOB DESCRIPTIONS AND ESTABLISHMENT OF SALARY RANGES** – staff report

The Council may consider revisions to the job descriptions and the establishment of salary ranges for the Deputy Fire Chief and Assistant Police Chief positions. (**Bill LaGrone, Director of Public Safety and Liz Ehrenstrom, Human Resource Analyst II**)

Council Action Requested: **Adopt Resolution No. 8214 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING REVISIONS TO THE JOB DESCRIPTIONS AND ESTABLISHING SALARY RANGES FOR THE DEPUTY FIRE CHIEF AND ASSISTANT POLICE CHIEF POSITIONS.**

**SUCCESSOR AGENCY** - None

**MAYOR/ COUNCIL REPORTS**

**COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS** (A verbal report may be given regarding any committee meetings attended.)

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**CORRESPONDENCE**

- California Department of Social Services, received April 17, 2014
- Palermo Union School District, received May 2, 2014
- Butte County Association of Governments, received April 30, 2014

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

**CLOSED SESSION**

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Employee's Association.
2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Fire Fighter's Association Association.
3. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Confidential Association.
4. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Mid Manager's Association.
5. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: City Administrator.
6. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators, City Attorney and Director of Public Safety to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Assistant Chief of Police.
7. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – two cases.
8. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator and City Attorney relating to existing litigation: Walnut Hill Estate Enterprises v. County of Butte, et al., United States District Court, Eastern District of California, Case No. 2:14-cv-00640.
9. Pursuant to Government Code section 54956.9(a), the Council will hold the following closed sessions relating to existing litigation: City of Oroville, et al. v. Department of Finance, et al., Sacramento County Superior Court Case No. 34-2013-80001543.

## **ADJOURNMENT**

The meeting will be adjourned. The next regular meeting of the Oroville City Council will be held on Tuesday, May 20, 2014 at 5:00 p.m.

*Accommodating Those Individuals with Special Needs* – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

**CITY COUNCIL MEETING MINUTES  
APRIL 15, 2014 – 5:00 P.M.**

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The agenda for the April 15, 2014 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall on Friday, April 11, 2014, at 12:44 p.m.

The April 15, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:03 p.m.

**ROLL CALL**

Present: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Absent: Council Member Andoe (excused)

**Staff Present:**

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Randy Murphy, City Administrator  
Rick Walls, Interim City Engineer  
Donald Rust, Director of Planning & Development Services  
Pat Clark, Director of Bus. Asst. & Housing Development  
Rick Farley, RDA Coordinator

Scott E. Huber, City Attorney  
Bill La Grone, Director of Public Safety  
Jamie Hayes, Deputy City Clerk  
Karolyn Fairbanks, City Treasurer  
Luis Topete, Associate Planner

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by members of the Oroville Fire Department.

**PROCLAMATIONS / PRESENTATIONS**

Members of the Old Time Fiddler's Association including: Larry Jendro, Jimmy Beeler, Malana Cochran, Connie Curry, Allison Woodruff, Jenne Beeler, Ivy Herrick, Leanne Huber and Josette McElligott presented the Council and audience with fiddle melodies and thanked the Council for supporting the 2014 Annual California State Old Time Open Fiddle and Picking Championship.

Mayor Dahlmeier conducted an Oath of Office for newly hired Firefighters: Chris Perondi, Alex O'Hara, Marco Barajas, Joel Harper, Misty Labriola and Amir Olympia.

Raul Ragoza, Butte County Public Health, presented the Council with a Certificate of Appreciation relating to the adoption of Ordinance No. 1794 – Relating to the Use, Sale and Distribution of Tobacco Products.

Mayor Dahlmeier announced a New Business Acknowledgement and Welcome to Oroville for Dollar General.

Vince Carrano and Derek DeVine gave a presentation relating to the June 21, 2014 Mudder Event hosted by the Lords Gym.

## RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Victoria Coots – Item No. 6

### CONSENT CALENDAR

A motion was made by Council Member Berry, seconded by Council Member Bunker, to approve the following Consent Calendar:

1. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
2. **AVAILABILITY OF CALIFORNIA SHORT-TERM DISABILITY INSURANCE TO CITY STAFF – staff report**

The Council considered a Resolution to allow all City workers to purchase State Disability Insurance (SDI) at their own expense. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8204 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING ALL CITY STAFF TO PARTICIPATE IN THE CALIFORNIA STATE DISABILITY PROGRAM AT THEIR OWN EXPENSE AND PURSUANT TO ANY REQUIRED FUTURE ELECTIONS OR ACTS BY STATE DISABILITY INSURANCE OVERSEERS.**

3. **PURCHASE OF MOTOROLA HANDHELD AND VEHICLE MOBILE RADIOS – staff report**

The Council considered the purchase and installation of ten (10) Motorola APX7000 handheld radios and two (2) APX7500 vehicle mobile radios and accessories from the sole qualified bidder, Day Wireless, in an amount not to exceed \$55,508.58, utilizing the U.S. Department of Homeland Security Assistance to Firefighters Grant No. EMW-2012-FO-06615, which was accepted by the City Council on July 2, 2013. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Approve the purchase and installation of ten (10) Motorola APX7000 handheld radios and two (2) APX7500 vehicle mobile radios and accessories from the sole qualified bidder, Day Wireless, in an amount not to exceed \$55,508.58, utilizing the U.S. Department of Homeland Security Assistance to Firefighters Grant No. EMW-2012-FO-06615.**

4. **LETTER OF AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY – staff report**

The Council considered a Letter of Agreement with Pacific Gas and Electric Company for the temporary use of City Airport property as a construction lay down area for a gas line hydro project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8205 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LETTER OF AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE TEMPORARY USE OF CITY AIRPORT PROPERTY (APN 030-260-068) AS A CONSTRUCTION LAY DOWN AREA FOR A GAS LINE IMPROVEMENT PROJECT – (Agreement No. 3062).**

**5. PURCHASE OF SURFACING MATERIAL FOR CITY PARK PLAYGROUNDS – staff report**

The Council considered the purchase of green surfacing material for City park playgrounds, from the lowest responsible bidder, Rubberecycle, in the amount of \$12,831.25 per 25 tons. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the purchase of green surfacing material for City park playgrounds, from the lowest responsible bidder, Rubberecycle, in the amount of \$12,831.25 per 25 tons, as indicated in the April 15, 2014 staff report.**

The motion to approve the above Consent Calendar was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**1. APPROVAL OF THE MINUTES OF THE MARCH 18, 2014 AND APRIL 1, 2014 REGULAR MEETINGS OF THE OROVILLE CITY COUNCIL – minutes attached**

At the request for City Administrator, Randy Murphy, this item was removed from the Consent Calendar for clarification of a supplemental appropriation number relating to Item No. 4.

Following discussion, a motion was made by Council Member Bunker, seconded by Vice Mayor Wilcox, to:

**Approve the minutes of the March 18, 2014 and April 1, 2014 Regular meetings of the Oroville City Council.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**PUBLIC HEARING**

**6. ZONING CODE 14-01: HOUSING ELEMENTS CODE AMENDMENTS – staff report**

The Council conducted a public hearing and considered certain amendments to Chapter 26 of the Oroville Municipal Code for the purpose of fulfilling City objectives as specified in the 2009-2014 Housing Element of the General Plan. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Mayor Dahlmeier opened the public hearing.

Victoria Coots expressed concerns pertaining to the subject of farm animals in the 2009-2014 Housing Element of the General Plan.

Hearing no further comments or questions from the audience, the public hearing was closed.

Following discussion, a motion was made by Vice Mayor Wilcox, seconded by Council Member Berry, to:

**Waive the first reading and introduce by title only, Ordinance No. 1804 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE OROVILLE MUNICIPAL CODE FOR THE PURPOSE OF FULFILLING CITY OBJECTIVES AS SPECIFIED IN THE 2009-2014 HOUSING ELEMENT OF THE GENERAL PLAN.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**7. FEE REFUND POLICY – staff report**

The Council conducted a public hearing and considered adopting a Fee Refund Policy. **(Donald Rust, Director of Community Development)**

Mayor Dahlmeier opened the public hearing. Hearing no comments or questions from the audience, the public hearing was closed.

Following discussion, a motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

**Adopt Resolution No. 8206 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A FEE REFUND POLICY.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**REGULAR BUSINESS**

**8. REPLACEMENT OF EXISTING STAIRWAY AT HEWITT PARK – staff report**

The Council considered the removal and replacement of the existing stairway at Hewitt Park. **(Donald Rust, Director of Community Development)**

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Bunker, to:

1. **Adopt Resolution No. 8208 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH GOLDEN WEST STAIRS FOR AN AMOUNT NOT TO EXCEED \$24,899 FOR THE REMOVAL AND REPLACEMENT OF THE SPENCER AVENUE STAIRWAY INTO HEWITT PARK AND \$2,601 IN EXPENDITURES FOR THE INSTALLATION OF CONCRETE FOOTINGS BY CITY PERSONNEL – (Agreement No. 3064).**
2. **Approve Supplemental Appropriation No. 2013/14-0415-48 as indicated in the April 15, 2014 staff report.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**9. LEASE AGREEMENT EXTENSION WITH BINDERUP INVESTMENTS, INC. – staff report**

The Council considered an amendment to the Lease Agreement with Binderup Investments, Inc. to allow a time extension of the terms of the Agreement for the installation, operation, maintenance and marketing of a "Welcome to Oroville" Gateway video (digital) display sign, to be located on City-owned property at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way. (Donald Rust, Director of Community Development and Luis Topete, Associate Planner)

Following discussion, a motion was made by Vice Mayor Wilcox, seconded by Council Member Bunker, to:

**Adopt Resolution No. 8207– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH BINDERUP INVESTMENTS, INC. RELATING TO THE "WELCOME TO OROVILLE" GATEWAY SIGN TO ALLOW FOR A TIME EXTENSION OF THE TERMS OF THE AGREEMENT – (Agreement No. 2062-3).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**10. FULL SERVICE JET FUEL SALES AT OROVILLE MUNICIPAL AIRPORT – staff report**

The Council heard an update regarding the retail full service jet fuel sales volume at the Oroville Municipal Airport and considered making necessary adjustments to improve the sales. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Following discussion, a motion was made by Council Member Simpson, seconded by Council Member Pittman, to:

**Direct staff to set the self-service jet fuel sales and full-service jet fuel at the same price at the Oroville Municipal Airport, and return to Council with a policy for establishing the price of full service jet fuel sales.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**11. REQUEST FOR BIDS - INSTALLATION OF JET FUEL FILTER – staff report**

The Council considered the issuance of a Request for Bids relating to the construction work associated with the installation of a jet fuel filter package at the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Following discussion, a motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

**Authorize the issuance of a Request for Bids relating to the construction work associated with the installation of a jet fuel filter package at the Oroville Municipal Airport.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: Council Member Andoe

**12. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR JANUARY, FEBRUARY AND MARCH 2014 – reports attached**

The Council received and acknowledged receipt of the Monthly Summary of Investments and the Monthly Financial Reports for January, February and March 2014. **(Randy Murphy, City Administrator)**

## **SUCCESSOR AGENCY**

### **13. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. – staff report**

The Successor Agency considered an amendment to the Professional Services Agreement with Rosenow Spevacek Group, Inc. (RSG) extending the term of the Agreement from August 7, 2014 to August 7, 2015 and adding an additional \$36,000 to provide technical services relating to the implementation of AB1x 26 and AB 1484. **(Rick Farley, RDA Coordinator)**

Following discussion, a motion was made by Commissioner Bunker, seconded by Commissioner Berry, to:

**Adopt Resolution No. 14-05 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., EXTENDING THE TERM OF THE AGREEMENT FROM AUGUST 7, 2014 TO AUGUST 7, 2015 AND ADDING AN ADDITIONAL \$36,000 FOR TECHNICAL SERVICES RELATING TO THE IMPLEMENTATION OF AB1X 26 AND AB 1484 – (Agreement No. 12-01-01).**

The motion was passed by the following vote:

Ayes:	Commissioners Berry, Bunker, Pittman, Simpson, Vice Chairperson Wilcox, Chairperson Dahlmeier
Noes:	None
Abstain:	None
Absent:	Commissioner Andoe

## **MAYOR/ COUNCIL REPORTS**

Council Member Bunker and Mayor Dahlmeier reported their attendance at the Dollar General's Grand Opening.

Mayor Dahlmeier reported her attendance at the Oroville Rotary's 90<sup>th</sup> Anniversary celebration.

## **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Public Safety Department – activity report
- Community Development – activity report

Bill La Grone, Director of Public Safety, reported that staff had modified a federal grant to allow for equipment purchases relating to the upgrades of infrastructure for the Oroville Fire Department.

Don Rust, Director of Community Development, reported his attendance at the Dollar General Grand Opening. Mr. Rust acknowledged a second Dollar General location on 3<sup>rd</sup> Street which is scheduled to open in July 2014. In addition, Mr. Rust reported that he would be participating with the Butte County Public Health Department on a community health assessment and improvement plan.

Pat Clark, Director of Business Assistance and Housing Development, reported that staff had submitted a Community Development Block Grant application for \$2,000,000. A special acknowledgment was given to Amy Bergstrand, Gary Layman, Rick Walls for their assistance in preparing the grant application.

Randy Murphy, City Administrator, reported that he had attending a Sacramento League of California Cities City Managers meeting in Folsom, California.

### **CORRESPONDENCE**

- Oroville Economic Development Corporation, received April 1, 2014
- John L. Hammon, received April 4, 2014

### **RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS**

Council Member Bunker announced that the Oroville Economic Development Corporation would be hosting a Lunch and Learn meeting on April 23, 2014, at the Feather River Opportunity Center, with guest speakers, Bud Tracy, Tracy Realty and Sonny Ventimiglio, Tri Counties Bank.

Randy Murphy, City Administrator, announced a National Prescription Drug Take-Back Day event on April 26, 2014, at the Oroville Comprehensive Care Clinic, 900 Oro Dam Boulevard.

Council Member Pittman reported that he had toured the Northwest SPCA facility on 5<sup>th</sup> Avenue, Oroville and praised the staff for their professionalism and dedication to the facility.

### **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Employee's Association.
2. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Confidential Association.
3. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Mid Manager's Association.
4. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Finance.
5. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: City Administrator.
6. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – two cases.

7. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators, City Attorney and Director of Public Safety to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Assistant Chief of Police.
8. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator and City Attorney relating to existing litigation: Walnut Hill Estate Enterprises v. County of Butte, et al., United States District Court, Eastern District of California, Case No. 2:14-cv-00640.
9. Pursuant to Government Code section 54956.9(a), the Council held the following closed sessions relating to existing litigation: City of Oroville, et al. v. Department of Finance, et al., Sacramento County Superior Court Case No. 34-2013-80001543.

Mayor Dahlmeier announced that a motion had been made by Council Member Bunker, seconded by Council Member Berry, to:

**Dismiss the Director of Finance without cause.**

The motion had been passed by the following vote:

Ayes: Council Members Berry, Bunker, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier  
 Noes: Council Member Simpson  
 Abstain: None  
 Absent: Council Member Andoe

*Pursuant to Government Code section 54957.1, action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the non-renewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.*

Following this action, Mayor Dahlmeier reported that no other actions had been taken in Closed Session.

**ADJOURNMENT**

The meeting was adjourned at 9:30 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, May 6, 2014 at 5:00 p.m.

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Randy Murphy, City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL MEETING MINUTES  
APRIL 28, 2014 – 9:00 A.M.**

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The agenda for the April 28, 2014 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and at the Table Mountain Golf Course Clubhouse on Friday, April 25, 2014 at 8:22 a.m.

The April 28, 2014 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 9:10 a.m.

**ROLL CALL**

Present: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Absent: None

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS** - None

**SPECIAL BUSINESS**

**1. 2014/15 STRATEGIC PLANNING AND GOAL SETTING RETREAT**

The Council participated in the 2014/15 Strategic Planning and Goal Setting Retreat conducted by Butte College.

Council Member Simpson excused himself from the meeting at 1:30 p.m.

**CLOSED SESSION**

The Council removed this item from the Closed Session considerations therefore; no action was taken on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and City Attorney to consider the performance of a public employee related to the following positions: City Administrator, Director of Public Safety, Director of Business Assistance and Housing Development and Director of Community Development.

**ADJOURNMENT**

The meeting was adjourned at 4:25 p.m. to a special meeting of the Oroville City Council to be held on Tuesday, April 29, 2014 at 9:00 a.m.

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Randy Murphy, City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL MEETING MINUTES  
APRIL 29, 2014 – 9:00 A.M.**

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The agenda for the April 29, 2014 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and at the Table Mountain Golf Course Clubhouse on Friday, April 25, 2014, 2014 at 8:22 a.m.

The April 29, 2014 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 9:10 a.m.

**ROLL CALL**

Present: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Absent: None

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS**

Claudia Knaus	Mike Phulps
Mike Glaze	Robert Bateman

**SPECIAL BUSINESS**

**1. 2014/15 STRATEGIC PLANNING AND GOAL SETTING RETREAT**

The Council participated in the 2014/15 Strategic Planning and Goal Setting Retreat conducted by Butte College.

Council Member Andoe excused himself at 11:45 a.m.

Council Member Berry excused himself at 12:30 p.m.

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator and City Attorney relating to existing litigation: Walnut Hill Estate Enterprises v. County of Butte, et al., United States District Court, Eastern District of California, Case No. 2:14-cv-00640.

Mayor Dahlmeier announced that no actions had been taken in Closed Session and direction had

been given to staff.

**ADJOURNMENT**

The meeting was adjourned at 4:30 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, May 6, 2014 at 5:00 p.m.

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Randy Murphy, City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: ZC 14-01: HOUSING ELEMENT CODE AMENDMENTS (2<sup>nd</sup> Reading)**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider adopting certain amendments to Chapter 26 of the Oroville Municipal Code for the purpose of fulfilling City objectives as specified in the 2009-2014 Housing Element of the General Plan. These zoning code amendments have been identified in the 2009-2014 Housing Element as actions that the City would complete.

**DISCUSSION**

The City of Oroville 2009-2014 Housing Element of the General Plan has reached its required five year update period. Per the California Department of Housing and Community Development, the City of Oroville's Fifth Housing Element Revision due date is June 15, 2014 for the June 15, 2014 – June 15, 2022 Housing Element Planning Period. The 2009-2014 Housing Element identifies specific goals, objectives, policies, and actions to guide the City and all of its housing stakeholders toward the preservation, improvement and development of housing for all economic levels. These zoning code amendments have been identified in the 2009-2014 Housing Element as actions that the City would complete.

Pursuant to the City's Municipal Code, Chapter 26, Section 26-56.090, whenever the public health, safety and welfare warrant it, the City Council may by ordinance amend, supplement or change the regulations that this chapter establishes for the zoning of property, provided that the Zoning Code shall be consistent with the General Plan. These proposed amendments have been identified in the City's 2009-2014 Housing Element of the General Plan as actions that the City will take and are intended to facilitate the realization of housing objectives presented in the Housing Element. The proposed Code amendments serves the goals and purposes of the General Plan by encouraging the City's continuing production of a comprehensive housing variety for all community residents, thereby improving the health, safety, and welfare of all residents.

On March 24, 2014, the Oroville Planning Commission held a public hearing and received testimony on the proposed amendments to the City's Zoning Code regulations, and adopted

*CC-2*

by a resolution of intention, a recommendation that the City Council review and adopt the proposed amendments to the Oroville Municipal Code, Chapter 26.

### **FISCAL IMPACT**

Pursuant to Public Resources Code Section 21089, and as defined by the Fish and Wildlife Code Section 711.4, fees (\$50) are payable by the project applicant (City of Oroville) to file the Notice of Exemption with Butte County within five working days of approval of this project.

### **RECOMMENDATION**

Waive the second reading and adopt by title only, Ordinance No. 1804 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE OROVILLE MUNICIPAL CODE FOR THE PURPOSE OF FULFILLING CITY OBJECTIVES AS SPECIFIED IN THE 2009-2014 HOUSING ELEMENT OF THE GENERAL PLAN.

### **ATTACHMENTS**

- A – Notice of Exemption
- B – Ordinance No. 1804
- C – Newspaper Notice



# City of Oroville

**Donald Rust**  
DIRECTOR

## COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2430 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

### NOTICE OF EXEMPTION

**TO:** Butte County Clerk  
25 County Center Drive  
Oroville CA, 95965

**FROM:** City of Oroville  
1735 Montgomery Street  
Oroville, CA, 95965

Project Title: ZC 14-01: Housing Element Code Amendments

Project Location – Specific: Citywide

Project Location - City: City of Oroville

Project Location – County: Butte County

Description of Nature, Purpose, and beneficiaries of project: The City of Oroville 2009-2014 Housing Element of the General Plan has reached its required five year update period. Per the California Department of Housing and Community Development, the City of Oroville's Fifth Housing Element Revision due date is June 15, 2014 for the June 15, 2014 – June 15, 2022 Housing Element Planning Period. The 2009-2014 Housing Element identifies specific goals, objectives, policies, and actions to guide the City and all of its housing stakeholders toward the preservation, improvement and development of housing for all economic levels. These zoning code amendments have been identified in the 2009-2014 Housing Element as actions that the City would complete.

Name of Public Agency Approving Project: City of Oroville – Community Development Department

Name of Person or Agency Carrying Out Project: City of Oroville

Exempt Status (Check One):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- Categorical Exemption: State type & section number: General Rule Exemption; Title 14, CCR, § 15061(b)(3)
- Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15061(b)(3), commonly known as the "general rule." A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It has been determined that there is no possibility that the proposed zoning code amendments will have a significant effect on the environment. Additionally, this action was previously analyzed by a Negative Declaration (State Clearinghouse #2009072090) which was adopted by the Oroville City Council on December 15, 2009 for the 2009-2014 Housing Element Update which is the document that has initiated this zoning code amendment. Thus, this action is exempt from CEQA.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No

Lead Agency Contact Person: Luis A. Topete

Telephone: (530) 538-2408

Signature: \_\_\_\_\_

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

- Signed by Lead Agency
- Signed by Applicant

**CITY OF OROVILLE  
ORDINANCE NO. 1804**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE OROVILLE MUNICIPAL CODE FOR THE PURPOSE OF FULFILLING CITY OBJECTIVES AS SPECIFIED IN THE 2009-2014 HOUSING ELEMENT OF THE GENERAL PLAN**

**WHEREAS**, the City of Oroville 2009-2014 Housing Element of the General Plan has reached its required five year update period; and

**WHEREAS**, per the California Department of Housing and Community Development, the City of Oroville's Fifth Housing Element Revision due date is June 15, 2014 for the June 15, 2014 – June 15, 2022 Housing Element Planning Period; and

**WHEREAS**, the 2009-2014 Housing Element identifies specific goals, objectives, policies, and actions to guide the City and all of its housing stakeholders toward the preservation, improvement and development of housing for all economic levels; and

**WHEREAS**, these zoning code amendments have been identified in the 2009-2014 Housing Element as actions that the City would complete;

**WHEREAS**, pursuant to Section 26-56.090 of the Oroville Municipal Code, an amendment to the Zoning Code may be initiated by resolution of the Planning Commission; and

**WHEREAS**, on March 24, 2014, the Oroville Planning Commission held a noticed public hearing on the proposed code amendments and adopted Resolution No. P2014-04, a resolution of intention by the Oroville Planning Commission recommending the City Council adopt the proposed amendments to Chapter 26 of the Oroville Municipal Code for the purpose of fulfilling City objectives as specified in the 2009-2014 Housing Element of the General Plan.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:**

**SECTION I.** The City Council finds and declares that:

- A. The proposed Code amendments are consistent with the goals, policies, and objectives of the General Plan. The proposed amendments are intended to facilitate the realization of housing objectives presented in the Housing Element. Nothing in the proposed amendments would create an inconsistency with the goals, policies and objectives of the General Plan.
- B. The proposed Code amendments will not adversely affect surrounding properties because the proposed changes are applicable citywide and are being enacted to ensure compliance and consistency with State law.
- C. The proposed Code amendments promote public health, safety, and general welfare and serve the goals and purposes of the General Plan by encouraging the City's continuing production of a comprehensive housing variety for all community residents, thereby improving the health, safety, and welfare of all residents.

**SECTION II. Environmental Assessment:**

This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15061(b)(3), commonly known as the "general rule." A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It has been determined that there is no possibility that the proposed zoning code amendments will have a significant effect on the environment. Additionally, this action was previously analyzed by a Negative Declaration (State Clearinghouse #2009072090) which was adopted by the Oroville City Council on December 15, 2009 for the 2009-2014 Housing Element Update which is the document that has initiated this zoning code amendment. Thus, this action is exempt from CEQA.

**SECTION III.** The City Council hereby adopts the following zoning code amendments as specified.

**SECTION IV.** City Code Section 26-04.020 shall be amended as follows, with all deletions shown in a ~~strikethrough~~ format and all additions shown in an underlined format:

**A. Definitions, "A".**

"Agriculture, Commercial" Large-scale agricultural production intended for widespread distribution to wholesalers or retail outlets.

"Agriculture, Residential" Small-scale agricultural production intended for self-consumption with the potential for small scale, local distribution, such as sales at local farmer markets.

**D. Definitions, "D".**

"Disabled Person" An individual who has a physical or mental impairment that limits one or more of that person's major life activities; anyone who is regarded as having such impairment; or anyone who has a medical record of having such an impairment. A disabled person does not include individuals currently using controlled substances as defined by federal law.

**E. Definitions, "E".**

"Emergency shelter" Housing with minimal supportive services for homeless persons; victims of domestic violence; persons requiring temporary housing; and other individuals and households made temporarily homeless due to natural disasters (e.g., fires and earthquakes) that is limited to occupancy of six months or less by a homeless person and operated by a government agency or private non-profit organization.

**F. Definitions, "F".**

"Fair Housing Law" Existing law affecting reasonable accommodation in housing including, without limitation, the reasonable accommodation required by 42 U.S.C. § 3604 (f)(3)(B) and reasonable accommodation required by Government Code §§ 12927 (c)(1) and 12955(l) .

"Family" See "Household."

#### **H. Definitions, "H".**

"Homeless person" Same definition as set forth in 42 U.S.C. § 11302.

"Homeless shelter" See "Emergency Shelter."

"Household" One or more persons, whether or not related by blood, marriage or adoption, sharing a dwelling unit in a living arrangement usually characterized by sharing living expenses, such as rent or mortgage payments, food costs and utilities, as well as maintaining a single lease or rental agreement for all members of the Household and other similar characteristics indicative of a single Household

#### **R. Definitions, "R".**

"Reasonable Accommodation" Any request by, or on behalf of, a disabled person for a reasonable deviation from the City's strict application of its land use or building regulations as set forth in this Code, or as adopted by reference in this Code, in order for such disabled person to use and enjoy a dwelling.

#### **S. Definitions, "S".**

"Single-room occupancy (SRO)" Housing (consisting of single room dwelling units with a minimum size of 150 square feet) that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If any unit does not contain food preparation or sanitary facilities, the building must contain those facilities in a common area shared by tenants."

"Supportive housing" Housing configured as rental housing developments, with no limit on length of stay, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing is a residential use permitted subject to the same standards and procedures as apply to other residential uses of the same type in the same zone.

#### **T. Definitions, "T".**

"Transitional housing and "transitional housing development" (per California Health and Safety Code 50675.2 (h)) Housing configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing is a residential use permitted subject to the same standards and procedures that apply to other residential uses of the same type in the same zone. In accordance with Section 1502 of the Health and Safety Code, "transitional housing" means any group care facility that provides for 24-hour nonmedical care of persons in

~~need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.~~

**SECTION V.** City Code Section 26-16.220 shall be added as follows, with all additions shown in an underlined format:

**26-16.220 Emergency Shelters.**

**A. Definitions.**

Unless the contrary is stated or clearly appears from the context, "emergency shelter" and "Homeless person" shall be defined as specified in Section 26-04.020 of this Chapter.

**B. Development Standards**

In addition to the applicable standards as specified in this Chapter, emergency shelters shall also be subject to the following development standards:

1. Each resident must be provided a minimum of 50 gross square feet of personal living space, not including space for common areas. In no case can occupancy exceed 30 residents at any one time.
2. Before commencing operations, the emergency shelter provider must have a written management plan, which must be approved by the Zoning Administrator. The management plan must at a minimum include: requirements for staff training; resident selection process; pet policies; scheduling of outdoor activities; temporary storage of residents' personal belongings; safety and security; management of outdoor areas; and counseling and social service programs for residents, if any.
3. Not more than one emergency shelter is permitted within a radius of three hundred (300) feet from another emergency shelter.
4. Individual occupancy in an emergency shelter is limited to six months during any 12 consecutive month period.
5. Each emergency shelter must have an on-site management office staffed by at least one employee at all times that the emergency shelter is operating.
6. Each emergency shelter must have on-site security, with at least one person present at the emergency shelter while it is operating.
7. Facilities must provide a refuse collection area on accordance with Section 26-13.020 of this Chapter to ensure it is large enough to accommodate the number of bins that are required to provide the facility with sufficient service so as to avoid the overflow of material outside of the bins provided.

**SECTION VI.** City Code Section 26-10.150 shall be added as follows, with all additions shown in an underlined format:

**26-10.150 Reasonable Accommodation for Disabled or Handicapped Individuals.**

**A. Purpose.**

This section is intended to provide equal access to residential housing throughout the City's jurisdiction regardless of an individual's physical or mental abilities.

**B. Definitions.**

Unless the contrary is stated or clearly appears from the context, "disabled person", "fair housing law" and "reasonable accommodation" shall be defined as specified in Section 26-04.020 of this Chapter.

**C. Request of Reasonable Accommodation.**

1. A disabled person or person's representative may request reasonable accommodation as specified in this section.
2. A request for reasonable accommodation must be filed in a form and manner approved by the Zoning Administrator, and at a minimum, must include the following:
  - a. Evidence of the property owner's consent, usually in the form of the owner's signature on the application;
  - b. A description of how the property will be used by the disabled individual(s), e.g., for residential habitation, and the specific reason that reasonable accommodation is desirable;
  - c. Evidence of the applicant's disability as reasonably determined by the Zoning Administrator including, without limitation, an individual's medical record; correspondence from a currently licensed healthcare professional; or documentation from the California Department of Motor Vehicles demonstrating that the individual qualifies for disabled parking;
3. Verification by the Applicant that the property is the primary residence of the person for whom reasonable accommodation is requested.

**D. Proceedings.**

Upon accepting a reasonable accommodation request application as complete, the Zoning Administrator, or his/her designee, shall review the application and approve, conditionally approve, or deny the application. Any denial must be accompanied by the facts and reasons for denying the application.

**E. Requirements.**

The following requirements must be met in order to approve a request for reasonable accommodation:

1. The parcel and/or housing, which is the subject of the request for reasonable accommodation, will be occupied as the primary residence by an individual protected under the Fair Housing Laws.
2. The request for reasonable accommodation is necessary to make specific housing available to one or more individuals protected under the Fair Housing Laws.
3. The requested accommodation will not require a fundamental alteration of the zoning or building laws, policies and/or other procedures of the City.

**F. Conditions of Approval – General**

A reasonable accommodation granted under this Section is subject to the following general conditions:

1. The reasonable accommodation applies only to the specific disabled person;
2. Changes in use or circumstances that negates the basis for the reasonable accommodation renders it void;
3. Except as otherwise specifically accommodated pursuant to this Section, the approved reasonable accommodation is subject to all uniform building codes as adopted by the City;
4. Reasonable accommodations affecting an exterior physical improvement must be designed to be substantially similar to the architectural character, colors, and texture of materials of its surrounding dwelling units;
5. The Zoning Administrator may require additional conditions of approval which may be deemed necessary to reconcile the approved reasonable accommodation with other requirements of this Code while still implementing the purpose of this Chapter.
6. Reasonable accommodations do not run with the land; it constitutes a permit issued to a specific disabled person and may be revoked or rendered void as specified in Section 26-50.020(C) of this Chapter.

**G. Application Fee.**

The City cannot require a fee for filing an original application. However, the City may establish a fee for appealing decisions pursuant to City Council resolution.

**SECTION VII.** City Code Section 26-16.100 shall be amended as follows, with all additions shown in an underlined format:

**26-16.100 Agricultural uses.**

**A. Permit Requirements.**

A use permit shall be required for the following related uses:

1. Uses and activities that would may create noise in violation of Section 26-13.010 of this Chapter or that would create flies, strong odors, frequent dust or other significant impacts or hazards to surrounding properties.
2. Permanent structures for the commercial processing or sale of plant crops.

**B. Animals and Livestock.**

The keeping of livestock and other animal-related agricultural uses shall be subject to the provisions of Section 26-16.120 of this Chapter.

**C. Farmworker Housing.**

Farmworker Housing and Migrant Farmworker Housing consisting of not more than 12 units designed for use by a single household or 36 beds in a group quarters in

accordance with Health and Safety §§ 17000, et seq. shall be treated as an agricultural use in residential zones only, as defined by Section 26-04.020 of this Chapter. All structures shall fully comply with the development standards of the underlying land use designation, City building codes, and other applicable city, county, state, federal, or local regulations that may apply. For the purpose of this chapter, farmworker housing shall be treated as a commercial agricultural use in residential zones.

**SECTION VIII.** City Code Table 26-13.070-1 shall be amended as follows, with all deletions shown in a ~~strikethrough~~ format and all additions shown in an underlined format:

*Table 26-13.070-1: Minimum Vehicular Parking Requirements*

<u>Land Use Vehicular Parking Requirements</u>	<u>Land Use Vehicular Parking Requirements</u>
<b>Residential</b>	
<u>Emergency Shelter</u>	<u>1 space per 10 adult beds</u>

**SECTION IX.** City Code Table 26-30.010-1 shall be amended as follows, with all deletions shown in a strikethrough format and all additions shown in an underlined format:

**Table 26-30.010-1: Allowed Uses in Residential Districts**

Land Use	Zoning Districts												Use-Specific Regulations
	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	
<b>Residential</b>													
Emergency shelter	—	—	—	—	—	—	—	—	—	UP P	UP P	—	<del>26-16.220</del>
<u>Single-Room Occupancy</u>	=	=	=	=	=	=	=	=	=	UP	UP	=	=
<u>Transitional Housing</u>	—	—	—	—	—	—	—	—	—	UP	UP	—	—
<b>Agricultural and Resource-Based Uses</b>													
<u>Commercial Agriculture</u>	P	P	P	=	=	=	=	=	=	=	=	=	<del>26-16.100</del>
<u>Residential Agriculture</u>	P	P	P	P	P	P	P	P	P	P	P	P	26-16.100

**SECTION X. City Code Table 26-39.010-1 shall be amended as follows, with all deletions shown in a strikethrough format:**

**Table 26-39.010-1: Allowed Uses in Special Purpose Districts**

Key P Permitted use, subject to zoning clearance AP Administrative permit required UP Use permit required S See use-specific regulations for permit requirement — Use not allowed			
Land Use	Zoning Districts		Use-Specific Regulations
	PQ	OS	
<b>Agricultural and Resource-Based Uses</b>			
Agriculture	P	P	26-16.100

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held this 6<sup>th</sup> day of May, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk



**CITY OF OROVILLE**  
**OFFICE OF THE CITY CLERK**  
**1735 MONTGOMERY STREET • OROVILLE, CA 95965-4897**

**530-538-2535**  
**Fax 530-538-2468**

**PUBLIC NOTICE**  
**CITY OF OROVILLE**  
**ORDINANCE NO. 1804**  
**AMENDMENT TO ORDINANCE**

The City of Oroville City Council will consider amending Chapter 26 of the City of Oroville Municipal Code for the purpose of fulfilling City objectives as specified in the 2009 – 2014 Housing Element of the City's General Plan.

Said hearing will be held at 6:00 p.m. on Tuesday, May 6, 2014 in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. Additional information regarding the proposed Amendment described in this notice can be obtained from the Oroville City Clerk at 1735 Montgomery Street, Oroville, CA.

Posted/Published: April 21, 2014



# City of Oroville

Donald Rust  
DIRECTOR

## COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2430 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

### NOTICE OF PUBLIC HEARING BEFORE THE CITY OF OROVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Oroville City Council will hold a public hearing on the projects described below. Said hearing will be held at **6:00 p.m. on Tuesday, April 15, 2014** in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. All interested persons are invited to attend or submit comments in writing.

1. **ZC 14-01: Housing Element Code Amendments** – The Oroville City Council will conduct a public hearing to consider adopting zoning code amendments that have been identified in the City's 2009-2014 Housing Element of the General Plan as actions that the City would complete. The amendments include amending/specifying regulations regarding emergency shelters, single room occupancies, reasonable accommodations for persons with disabilities, supportive and transitional housing, and other updates to ensure the City is fulfilling its objectives as specified in the Housing Element and to ensure consistency and conformance with changes in State law.
2. **Fee Refund Policy** – The Oroville City Council will conduct a public hearing to consider adopting a new refund policy for permit issuance and other services performed by the City. The City does not currently have a refund policy, and to ensure that clear guidelines exist for City staff and applicants, the proposed refund policy has been drafted.

Additional information regarding the projects described in this notice can be obtained from the Oroville Community Development Department at 1735 Montgomery Street, Oroville, CA. Anyone desiring to submit information, opinions or objections is requested to submit them in writing to the Community Development Department prior to the hearing. In accordance with Government Code Section 65009, if you challenge an action on these projects in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public meetings.

Posted/Published: **Saturday, April 5, 2014**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMERIPRIDE SERVICES AGREEMENT FOR UNIFORM CLEANING  
SERVICES**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider extending the funding for the existing Ameripride Services (AS) Service Agreement for uniform cleaning services through June 30, 2014.

**DISCUSSION**

On April 16, 2013, the Council approved a service agreement with AS for uniform cleaning services for a six (6) month term, and for an amount not to exceed \$3,000. Sometime after the execution of the AS Service Agreement by a former Public Works Director, for which the Council's intention was for only 6 months, it was discovered that the Service Agreement terms (buried in the fine print) required a 60 month commitment for the services. On April 1, 2014, the City Attorney issued a letter to AS stating that for various reasons, the 60 month term was unenforceable under California law. The 6 month term that the Council approved on April 16, 2013 was intended to allow the City to issue a new Request for Proposals (RFP) for uniform cleaning services because staff is in disagreement with the AS billing terms regarding the repair or replacement of the uniforms. The letter from the City Attorney to AS releases the City from the 60 month contract term. The purpose of this action is to extend the funding for the current AS Service Agreement to cover services from February 26, 2014 through June 30, 2014.

Data obtained from the Finance Department reports that as of April 22, 2014 there is \$169 remaining in the \$3,000 6-month authorization approved by the Council. In order to extend the funding for AS services under the current terms through June 30, 2014, staff has estimated that the purchase order will need to be increased by approximately \$2,000. Staff is currently preparing a new RFP for competitive uniform cleaning services pricing for FY 2014 - 2015, the results of which will be presented to the Council as soon as possible.

## **FISCAL IMPACT**

The cost to extend the AS Service Agreement through June 30, 2014 will be paid for from the Public Works and Sewer operating budgets.

## **RECOMMENDATION(S)**

Authorize staff to increase the amount of the Ameripride Services Service Agreement from \$3,000 to \$5,000 for uniform cleaning services and extend the Agreement through June 30, 2014.

## **ATTACHMENT**

- A – Ameripride Services Agreement
- B – Letter from the City Attorney to Ameripride Services



7620 Wilbur Way  
Sacramento, CA 95828

# Rental Service Agreement



CITY OF OROVILLE (PUBLIC WORKS)  
Account Number: 110000466  
1735 MONTGOMERY ST  
OROVILLE, CA 95965

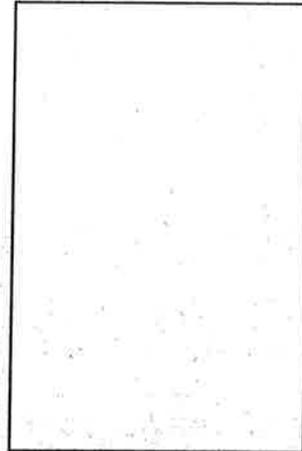
110000466013
03/08/2013

# COPY

## EXHIBIT - A

### AmeriPride Service Promise

"We promise to provide the highest standards of Quality and Service during the term of our agreement with you. Your Customer Service Representative is trained and empowered to meet your service needs. In the unlikely event that your Customer Service Representative cannot address your concerns, please notify us via certified letter addressed to the General Manager, stating the precise nature of your concerns and needs. Should we be unable to restore your service to reasonable standards within 60 days, you will have the option to cancel your Service Agreement. Please refer to your Service Agreement for terms and conditions related to cancellation."



Authorized Signature: [Signature]  
 Print Name: AET DA ROSA  
 Title: PUBLIC WORKS DIRECTOR  
 Date: 4-24-13

AmeriPride Representative: [Signature]  
 Date: 5-8-13

AmeriPride Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

This agreement is subject to the Terms & Conditions on the reverse side. By signing this document you acknowledge that you have the authority to make decisions and bind your organization to this agreement.

## AmeriPride Definitions:

### Service Charge

The "Service Charge" will be used to help AmeriPride pay various fluctuating costs relating to the environment, energy, service, and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to AmeriPride.

### Invoice Minimum

The minimum you will be billed weekly for service throughout the term of the Agreement.

### FR

Flame Resistant Garments.

### Min Use % = Minimum Use Percentage

The minimum amount of inventory for that item that you will be charged even if the actual inventory drops below that amount.

### Circ Inv = Circulating Inventory

Total amount of customer requested product currently assigned to your account.

### Rental Price/Wash Price/Dispos. Price (Disposable Price)

Price charged per unit.

### Inv Maint = Inventory Maintenance

Percentage of inventory automatically replaced at current Replacement Rate to cover loss and attrition.

### Delivery Freq. = Delivery Frequency

Frequency of delivery W=Weekly, A=Every Other Week (EOW), B=EOW, C, D, E, & F = Every 4 Weeks (E4W).

### Replace Price = Replacement Price

The then current replacement rate charged for lost or damaged items.

### Name Charge

Per unit charge for name emblems applied to garments on initial installation of account. Names Thereafter charge refers to the charge after the initial installation of the account.

### Company Charge

Per unit charge for company name / logo emblems applied to garments on initial installation of account. Company Emblems thereafter charge refers to the charge after the initial installation of the account.

### Prep Charge

Per unit charge for garment preparation applied to each garment on initial installation of account. Prep thereafter charge refers to the charge after the initial installation of the account. Preparation (prep) charges are for hemming, alterations, assembly, garment ID and chip assignment.

### Image Care

An optional, consistent charge based on the inventory of a particular item. This replaces the charge for damage to an item from normal wear and tear. It does not cover damage which is either extraordinary or intentional.

## Terms and Conditions

This is a contractual Agreement between you, the Customer identified below, and AmeriPride Services Inc., "AmeriPride" for the provision of exclusive textile rental services during the term described below. This Agreement is based on the following understandings:

- 1. AmeriPride Service Promise.** "We promise to provide the highest standards of Quality and Service during the term of our Agreement with you. Your Customer Representative is trained and empowered to meet your service needs. In the unlikely event that (s)he cannot deal with your concern, please notify us via certified letter to the General Manager, stating the precise nature of your needs. Should we be unable to restore your service to reasonable standards within 60 days, you will have the option to cancel your Service Agreement after you have given us 30 days notice of your intent to discontinue service via certified letter to the General Manager and you have paid for all services rendered, including any loss and damaged charges and past due charges."
- 2. Term.** The term of this Agreement shall be for 60 months starting from the effective date noted on the front. At the expiration of the term, the Agreement will automatically renew for another 60 months unless you have given us written notice, 60 days prior to the expiration of the term.
- 3. Prices.** The initial base price for the services has been identified above. This may change if inventories increase or decrease, but they cannot decrease below the invoice minimum listed above. In addition to the base price, we reserve the right to charge you for other ancillary fees related to the services provided including a minimum delivery charge and inventory maintenance charge. We reserve the right to: (i) increase base prices by 6% each year during the term, (ii) increase ancillary fees and (iii) add ancillary fees as needed. If we feel an increase in base price in excess of 6% is necessary, we will notify you of that increase in writing and should you so desire, you can give us notice within 10 days of your rejection of the price increase in excess of 6%. The price charged is calculated using a 52 week year and for that reason, there will be no reduction for vacation, illness or temporary shutdown.
- 4. Payment Terms.** Payment for services is due upon receipt of the invoice. If you request credit terms we reserve the right to ask for additional information about you. If credit is approved payment terms are Net 10. If you do not pay promptly we reserve the right to: (i) discontinue credit terms and (ii) charge you 1 ½% per month on past due balances and (iii) suspend service to you.
- 5. Loss, Damage and Early Termination Charges.** Since we own the inventory of items which we are providing to you, should you lose or damage those items we will charge you. If we have supplied you with non-standard items, at the termination of this Agreement for any reason, we will ask you to purchase that inventory from us. If you terminate this Agreement early, we will ask you to purchase all inventory items. In any of the situations described above, the price charged will be the current Replacement Price for that item.
- 6. Liquidated Damages.** If you should terminate this Agreement before the term has run, it would be difficult or impractical to attempt to calculate the damages that we have suffered. For that reason, you agree to pay (in addition to the amount in 5 above) as liquidated damages (and not as a penalty) fifty percent of the average weekly volume for the unexpired portion of the term. Average weekly volume is calculated based on the twelve weeks prior to termination and includes all charges except for taxes.
- 7. No Warranty.** We make no warranties about the products that are being provided for your use. We specifically disclaim all warranties including those of merchantability and fitness for a specific use, even if you have told us about your intended use. You acknowledge that unless you have specifically requested FR garments, all garments provided are for general purpose and are not designed for, or recommended for use in areas where there is a risk of flammability or where there could be contact with hazardous materials or ignition sources. You agree to take on the responsibility of notifying your employees of the risk described above. If you have asked us to provide you with FR garments, we are relying on you to make the decisions about what type of material is to be used and the design of the garment. Any warranty with respect to any product will come, if at all, from the manufacturer. You agree to indemnify and hold us harmless from any claim, loss or damage (including attorney's fees) that may be made against us as a result of a claim for personal injury or product defects.
- 8. Hazardous Materials.** You agree that any soiled product returned to us will not contain any hazardous materials including "hazardous materials" as defined by federal or state law, biohazard or sharps of any kind or any other materials which could pose a threat to our employees.
- 9. Miscellaneous.** You have told us that you are not currently under contract with other companies to provide you with textile rental services and that the person who has signed below has the authority to bind your organization. This page (plus any attachments) is the only Agreement between us as to the services to be provided. The Agreement shall not become effective until signed by the General Manager of the AmeriPride facility providing services to you. Should we need to hire a lawyer to enforce the terms of this Agreement, you agree to reimburse us for the lawyer's fees and costs. This Agreement will be binding on successors and assigns, including entities that take over your business.



7620 Wilbur Way  
Sacramento, CA 95828

# Rental Service Agreement



**Bill To:**  
CITY OF OROVILLE (PUBLIC WORKS)  
Account Number: 110000466  
1735 MONTGOMERY ST  
OROVILLE, CA 95965

**Deliver To:**  
CITY OF OROVILLE (PUBLIC WORKS)  
Account Number: 110000466  
1275 MITCHELL AVE  
OROVILLE, CA 95965

110000466013
03/08/2013

SHIRT	1364ORG	*	0.0000	0.0000	0	NO	4	3-
SHIRT	1365ORG	*	0.0000 <td>0.0000</td> <td>0</td> <td>NO</td> <td>4</td> <td>3-</td>	0.0000	0	NO	4	3-
JEAN REGULAR	1493DEN	44X32	0.5400	17.9900	0	NO	1	3-
JEAN REGULAR	1493DEN	88X36	0.5400	17.9900	0	NO	1	3-
JEAN REGULAR	1493DEN	86X36	0.5400	17.9900	0	NO	1	3-
JEAN REGULAR	1493DEN	*	0.4500	17.9900	0	NO	1	3-
SHIRT	2364ORG	*	0.4500	16.9900	0	NO	1	3-
SHIRT	2364ORG	2XL	0.5400	16.9900	0	NO	1	3-
BAG RACK STAND	BRSALEA	-	0.0000	12.0000	3	WEEKLY	1	3-
COG PANT EXPAND	COGPNT3	*	1.4151	0.0000	0		4	3-
COG SS COL IND	COGSHT3	*	1.4151	0.0000	0		4	3-
BAG-LAUNDRY	LB45WHT	-	0.1500	6.0000	3	WEEKLY	1	3-
MAT 3X10 GRAY	MN300XG	-	6.5000	100.0000	1	E2W	1	3-
SERVICE CHARGE	11SF05		Amount: 5.3000					
Delivery Minimum	Del Min		Amount: 35.0000					

**PREP AND EMBLEM CHARGES**

PREP CHARGE: 2.00  
TEMPLATE: NAME & CO

COMPANY CHARGE: 3.00 NAME CHARGE: 1.50

Deliver Days	W	58	P1920	9500	Terms Reviewed
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- 7. No Warranty.** We make no warranties about the products that are being provided for your use. We specifically disclaim all warranties including those of merchantability and fitness for a specific use, even if you have told us about your intended use. You acknowledge that unless you have specifically requested FR garments, all garments provided are for general purpose and are not designed for, or recommended for use in areas where there is a risk of flammability or where there could be contact with hazardous materials or ignition sources. You agree to take on the responsibility of notifying your employees of the risk described above. If you have asked us to provide you with FR garments, we are relying on you to make the decisions about what type of material is to be used and the design of the garment. Any warranty with respect to any product will come, if at all, from the manufacturer. You agree to indemnify and hold us harmless from any claim, loss or damage (including attorney's fees) that may be made against us as a result of a claim for personal injury or product defects.
- 8. Hazardous Materials.** You agree that any soiled product returned to us will not contain any hazardous materials including "hazardous materials" as defined by federal or state law, biohazard or sharps of any kind or any other materials which could pose a threat to our employees.
- 9. Miscellaneous.** You have told us that you are not currently under contract with other companies to provide you with textile rental services and that the person who has signed below has the authority to bind your organization. This page (plus any attachments) is the only Agreement between us as to the services to be provided. The Agreement shall not become effective until signed by the General Manager of the AmeriPride facility providing services to you. Should we need to hire a lawyer to enforce the terms of this Agreement, you agree to reimburse us for the lawyer's fees and costs. This Agreement will be binding on successors and assigns, including entities that take over your business.



**AmeriPride Services**  
 7620 Wilbur Way  
 Sacramento, CA 95828

# Rental Service Agreement

**Bill To:**  
 CITY OF OROVILLE (PUBLIC WORKS)  
 Account Number: 110000466  
 1735 MONTGOMERY ST  
 OROVILLE, CA 95965

**Deliver To:**  
 CITY OF OROVILLE (AUTO SHOP)  
 Account Number: 110000467  
 1275 MITCHELL AVE  
 OROVILLE, CA 95965



110000466013
03/08/2013

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	TAXES	DISCOUNTS	NET PRICE	TERMS
SHIRT SS-GULF	2364GBL	*	0.4500	0.0000	16.9900		0	NO
SHIRT SS-GULF	2364GBL	5XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	7XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	2XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	2XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	3XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	6XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	6XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	7XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	3XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	4XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	5XL	0.5400	0.0000	21.9900		0	NO
SHIRT SS-GULF	2364GBL	4XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	6XL	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	3XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	3XL	0.5724	0.0000	21.9900		0	NO
SHIRT	2364ORG	4XL	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	7XL	0.5724	0.0000	21.9900		0	NO
SHIRT	2364ORG	6XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	2XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	7XLT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	7XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	2XL	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	6XLT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	5XLT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	5XLXT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	*	0.4500	0.0000	16.9900		0	NO
SHIRT	2364ORG	5XL	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	2XLT	0.5400	0.0000	21.9900		0	NO
SHIRT	2364ORG	3XLT	0.5400	0.0000	21.9900		0	NO

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- 7. No Warranty.** We make no warranties about the products that are being provided for your use. We specifically disclaim all warranties including those of merchantability and fitness for a specific use, even if you have told us about your intended use. You acknowledge that unless you have specifically requested FR garments, all garments provided are for general purpose and are not designed for, or recommended for use in areas where there is a risk of flammability or where there could be contact with hazardous materials or ignition sources. You agree to take on the responsibility of notifying your employees of the risk described above. If you have asked us to provide you with FR garments, we are relying on you to make the decisions about what type of material is to be used and the design of the garment. Any warranty with respect to any product will come, if at all, from the manufacturer. You agree to indemnify and hold us harmless from any claim, loss or damage (including attorney's fees) that may be made against us as a result of a claim for personal injury or product defects.
- 8. Hazardous Materials.** You agree that any soiled product returned to us will not contain any hazardous materials including "hazardous materials" as defined by federal or state law, biohazard or sharps of any kind or any other materials which could pose a threat to our employees.
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**AmeriPride  
Services**

7620 Wilbur Way  
Sacramento, CA 95828

# Rental Service Agreement

**Bill To:**

CITY OF OROVILLE (PUBLIC WORKS)  
Account Number: 110000466  
1735 MONTGOMERY ST  
OROVILLE, CA 95965

**Deliver To:**

CITY OF OROVILLE (AUTO SHOP)  
Account Number: 110000467  
1275 MITCHELL AVE  
OROVILLE, CA 95965



110000466013
03/08/2013

Item	Part No	Part Desc	QTY	UNIT PRICE	TOTAL PRICE	TAX	AMOUNT	DATE	STATUS	REMARKS
SHIRT	2364ORG	4XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT	2364ORG	4XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	5XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	3XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	4XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	2XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	6XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	7XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	3XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	6XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	2XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	4XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	*	0.4500	0.0000	16.9900		0		NO	1
SHIRT SS-POSTMAN	2364PBL	7XLT	0.5400	0.0000	21.9900		0		NO	1
SHIRT LS-POSTMAN	2365PBL	4XL	0.5400	0.0000	21.9900		0		NO	1
SHIRT LS-POSTMAN	2365PBL	*	0.4500	0.0000	16.9900		0		NO	1
COVERALL	2415PBL	582XT	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	60T	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	56	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	58S	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	58	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	602XT	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	56S	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	56XT	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	52T	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	52XT	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	60	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	54S	1.2600	0.0000	27.9900		0		NO	1
COVERALL	2415PBL	562XT	1.2600	0.0000	27.9900		0		NO	1

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- 2. Term.** The term of this Agreement shall be for 60 months starting from the effective date noted on the front. At the expiration of the term, the Agreement will automatically renew for another 60 months unless you have given us written notice, 60 days prior to the expiration of the term.
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1275 MITCHELL AVE  
OROVILLE, CA 95965

110000466013
03/08/2013

Item Description	Part Number	Unit Price	Quantity	Total Price	Frequency	Start Date	End Date	Del Min	Amount
COVERALL	2415PBL	1.2600	60XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	54XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	58T	0.0000	27.9900				
COVERALL	2415PBL	1.2600	523XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	563XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	52S	0.0000	27.9900				
COVERALL	2415PBL	1.2600	48T	0.0000	27.9900				
COVERALL	2415PBL	1.0500	*	0.0000	27.9900				
COVERALL	2415PBL	1.2600	542XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	56T	0.0000	27.9900				
COVERALL	2415PBL	1.2600	583XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	603XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	54T	0.0000	27.9900				
COVERALL	2415PBL	1.2600	543XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	58XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	522XT	0.0000	27.9900				
COVERALL	2415PBL	1.2600	54	0.0000	27.9900				
COVERALL	2415PBL	1.2600	60S	0.0000	27.9900				
COVERALL	2415PBL	1.2600	52	0.0000	27.9900				
BAG RACK STAND	BRSALEA	0.0000	-	0.0000	12.0000	WEEKLY	1	1	0
COG SYN COLOR	COGCOV2	2.8302	*	0.0000	0.0000				
COG SYN COLOR	COGCOV2	1.2600	*	0.0000	0.0000				
FENDER COVER GREY	FC50GRY	0.6500	-	0.0000	6.0000	WEEKLY	2	2	0
BAG-LAUNDRY	LB45WHT	0.1500	-	0.0000	6.0000	WEEKLY	2	2	0
TOWEL SHOP BLUE	ST18BLU	0.0700	-	0.0000	0.5700	WEEKLY	150	150	7% Circ
<b>Delivery Minimum</b>	<b>Del Min</b>	<b>Amount: 20.0000</b>							

## AmeriPride Definitions:

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# EXHIBIT - B



Dennis M. Cota  
Derek P. Cole  
Scott E. Huber  
David A. Prentice  
Daniel S. Roberts  
Margaret Long  
Jeremy B. Price  
Carolyn J. Frank

William R. Galstan  
Jason S. Epperson  
Sean D. De Burgh  
Stephanie C. Ogren  
Shilpa M. Girimaji

Scott E. Huber  
[shuber@cotalawfirm.com](mailto:shuber@cotalawfirm.com)

REPLY TO:  
 ROSEVILLE     ONTARIO  
 MADERA         REDDING

April 1, 2014

VIA FACSIMILE (916-689-7473)  
AND U.S. MAIL

Doug Henderson  
AmeriPride Services  
7620 Wilbur Way  
Sacramento, CA 95828

Re: *Rental Service Agreement*  
Account No. 110000466 (City of Oroville – Public Works)

Dear Mr. Henderson:

The purpose of this letter is to address the recent dispute that has arisen between AmeriPride Services (“AmeriPride”) and the City of Oroville (“City”) regarding the term of the Rental Service Agreement (“Agreement”). While it was the City’s understanding that the Agreement was for a period of six (6) months, AmeriPride is now insisting that it is a sixty (60) month Agreement. In support of its position, AmeriPride has directed the City to Term 2 of the Terms and Conditions, listed in fine print on the back side of the Agreement.

By way of background, the Agreement was considered for approval at the April 16, 2013 City Council meeting. The agenda and minutes of that City Council meeting make it abundantly clear that the City Council considered and approved an agreement in the amount of \$3,000 for a six (6) month term. After the City Council meeting, the Agreement was signed on behalf of the City by Art Da Rosa, the former Public Works Director.

As you may be aware, Government Code Section 40602 requires that the mayor sign “[a]ll written contracts and conveyances made or entered into by the city.” Moreover, to the extent that contracts purport to go beyond those terms approved by a city or are ones which municipal officers and agents have no authority to make, they are void, ultra vires, and unenforceable. (See *Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348, 353.) Cities are not bound by these types of contracts which extend beyond the authority provided by the Council. (*City of Pasadena v. Estrin* (1931) 12 Cal. 231, 234-235.) Companies like {SEH/00030513. }

2261 LAVA RIDGE COURT  
ROSEVILLE, CA 95661  
TEL 916-780-9009  
FAX 916-780-9050



730 N. I STREET, SUITE 204  
MADERA, CA 93637  
TEL 559-675-9006  
FAX 559-675-9050



3401 CENTRELAKE DRIVE, SUITE 670  
ONTARIO, CA 91761  
TEL 909-230-4209  
FAX 909-937-2034



457 KNOLLCREST DRIVE, SUITE 130  
REDDING, CA 96002  
TEL 530-722-9409  
FAX 530-722-9428

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AmeriPride are charged with knowledge of the limitations on the authority of a City's officer or agent. (*Foxen v. City of Santa Barbara* (1913) 166 Cal. 77, 82.)

Because the City Council approved an agreement in the amount of \$3,000 for a six (6) month term, the purported sixty (60) month Agreement is void and unenforceable. Additionally, the Agreement is unenforceable because it was not signed by the Mayor, as required by Government Code Section 40602. To the extent that Mr. Art Da Rosa purported to act with requisite authority as a City representative, California law confirms that his actions were ultra vires and do not require the City to now ratify the Agreement.

Recognizing that the City requires the services you provide, the City will place this matter on an upcoming City Council agenda to request approval to continue the agreement through June 30, 2014, the end of the City's fiscal year. Of course, the Council will need to allocate additional funding for this matter. The City intends to issue a Request for Proposals for these services in the next several weeks, and we invite you to respond at that time.

The City regrets the confusion and disappointment that has arisen from this matter. WE have appreciated your services and we look forward to potentially utilizing AmeriPride's services in the future. Should you have any questions regarding the foregoing, please do not hesitate to contact me at 916-780-9009. If I am not in my office, you are welcome to ask the receptionist to transfer your call to my cell phone.

Sincerely,



Scott E. Huber  
COTA COLE LLP

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 1049  
CONNECTION TEL 919166897473  
SUBADDRESS  
CONNECTION ID  
ST. TIME 04/01 10:37  
USAGE T 00'30  
PGS. SENT 2  
RESULT OK



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April 1, 2014

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Doug Henderson  
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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
GARY D. LAYMAN, CHIEF BUILDING OFFICIAL (530) 693-0225  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: BUILDING SAFETY MONTH AND AMNESTY PROGRAM FOR  
MAY/JUNE 2014**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider approving waiver of previously assessed Code Enforcement fines and/or fees when related to the Building Permit Amnesty Program for May/June 2014.

**DISCUSSION**

At their May 17, 2011 meeting, the Council approved the waiver of fines related to a Building Permit Amnesty Program that was applicable from June 1, 2011 through September 1, 2011. Again during their May 1, 2012 meeting, the Council approved the Building Permit Amnesty Program that was applicable from May 1, 2012 through June 29, 2012. Additionally, during their May 1, 2012 meeting, the Council approved the Building Permit Amnesty Program that was applicable from May 8, 2013 through June 28, 2013. In recognition of May being Building Safety Month, the Community Development Department is planning to repeat the Building Permit Amnesty Program to run from May 7, 2014 through June 30, 2014. Due to coordination efforts with other jurisdictions (Butte County, and the City of Chico) they will also be conducting the Amnesty Program in their jurisdictions during the same period of time.

The Building Permit Amnesty Program is aimed at protecting public health, home/business owner's safety, and the environment by encouraging property owners to complete the permitting process that ensures construction activities meet acceptable minimum standards.

The Building Permit Amnesty Program gives property and business owners the opportunity to apply for permits for buildings, additions, and remodels not previously permitted with the following intended benefits:

- No double building permit penalty fees (standard fees would apply)
- Use the building code that was in effect at the time of construction
- No civil penalties assessed for site development work without permits
- Removal of recorded Violation of Non-Compliance on property files
- Assignment of a staff member to assist the property owners through the

CC-4

application process

- Provide an expedited building permit and plan review process

Residential and Commercial unpermitted construction work or unpermitted commercial occupancies are eligible for the Amnesty Program. The Program is only available for uses allowed within the zoning classification for the parcel. For example, an auto repair shop (built illegally) in a residentially zoned neighborhood would not be able to obtain zoning approvals through the Amnesty Program.

The Amnesty Program is designed for all regular building permit and development review fees to be paid at time of building permit review and issuance. If any previously assessed Code Enforcement fines and/or fees and the double permit fee requirement will be waived as an incentive for compliance with minimum federal, state, and local requirements.

Property owners who secure retroactive permits through the Amnesty Program must still comply with all provisions of City of Oroville development regulations (i.e. building and fire codes, Planning, Zoning, and Public Works improvement standards, Health Department regulations, etc). In rare cases, due to the extreme divergence for zoning and building codes, illegal construction cannot be permitted. Under this scenario, the property owner could be required to work with the Planning and Development Services Department to develop a plan acquire building permits or restore the structure and/or site to its previous condition.

Some of the main goals of the Building Permit Amnesty Program are:

- Give property and business owners a cost effective way to remedy any existing violations that may be present on their property.
- Resolve existing violations throughout the City of Oroville to enhance the representation and appearance of the City.
- Ensure that all buildings and structures meet minimum fire safety, life safety, and minimum code requirements, and building standards.
- Help create and maintain a positive relationship between the citizens of Oroville and all City departments.

## **FISCAL IMPACT**

There will be minimal impact to the General Fund and the applicant participating in the Building Permit Amnesty Program will pay the normal permit fee associated with the particular permit.

## **RECOMMENDATION**

Authorize the waiver of previously assessed Code Enforcement fines and/or fees when related to the Building Permit Amnesty Program for May/June 2014.

## **ATTACHMENTS**

- A - Building Permit Amnesty Program Brochure
- B - Building Permit Amnesty Program Flyer

## Building Amnesty Program

The amnesty program is aimed at protecting public health, home/business owner safety, and the environment by encouraging property owners to complete the City's permit process which ensures that construction and grading activity meets acceptable standards.

A more common example of unpermitted activity is a structure illegally converted into living space. In addition to potential structural danger, this can over-burden associated septic systems, leading to failure. In some instances, property or business owners have unknowingly purchased property with unpermitted improvements. The permits for such work may be required by financial institutions to process a loan or refinance a property. The City's Building Permit Amnesty program can help property owners bring their structures or land into compliance to meet those types of requirements.

Property owners who secure retroactive permits through this program must still comply with all provisions of City of Oroville development regulations (i.e. floodplain, building and fire codes, Planning and Public Works zoning and improvement standards, and Health Department regulations). In rare cases, due to the extreme divergence from zoning and building codes, illegal construction cannot be permitted. Under this scenario, the property owner could be required to restore the structure and/or site to its previous condition.

***The Amnesty Program provides for all investigative and penalty fees to be waived.***

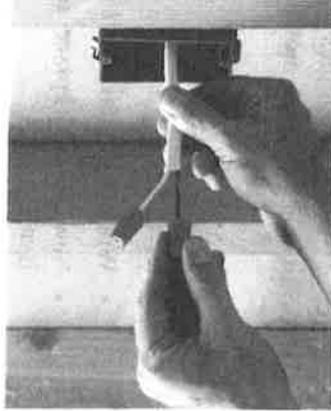
Covered Deck



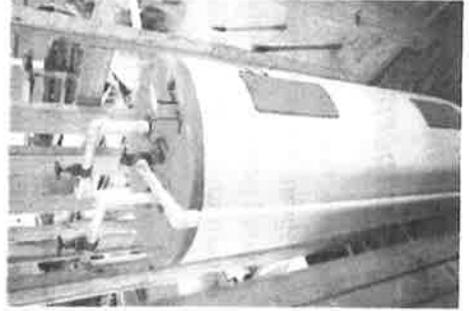
***Don't Miss this Opportunity!***

***Program is active from***

***May 7, 2014 through June 30, 2014***



Electrical



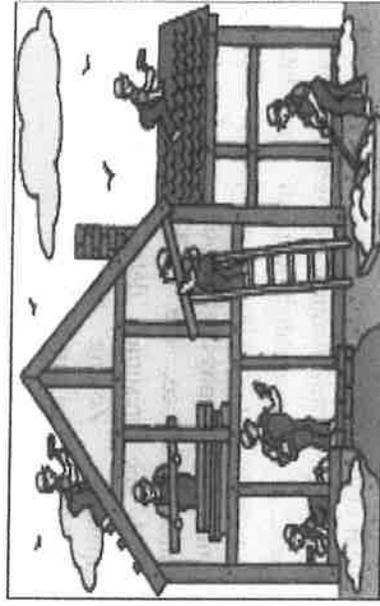
Plumbing

# City of Oroville Community

EXHIBIT - A

## Building Permit Amnesty Program

**This means a substantial  
cost savings to you \$\$\$!**



1735 Montgomery Street

Oroville, CA 95965

(530) 538-2425

(530) 538-2426(fax)

## What is a Building Permit Amnesty Program?

This is an opportunity for property and business owners to apply for building permits for buildings, additions, and remodels not previously permitted. The benefits include:

- ◆ No double building permit penalty fees
- ◆ Use the building code that was in effect at the time of construction
- ◆ No Civil Penalties assessed for site development work without permits
- ◆ Removal of recorded Violation of Non-Compliance on property files
- ◆ Assignment of a staff member to assist the property owners through the application process.

## What is Eligible for the Building Permit Amnesty Program?

Residential and Commercial unpermitted construction work or an unpermitted commercial occupancy within the incorporated areas of the City of Oroville that is reviewed and approved by the City of Oroville Planning and Development Services Division. The program is active **from May 7, 2014 through June 30, 2014**. All construction and/or occupancies shall comply with minimum amnesty program and code requirements.

The program is only available for uses allowed within the zoning classification for the parcel. For example, an auto repair shop (built illegally) in a residentially zoned neighborhood would not be able to obtain zoning approvals through the amnesty program.

## What if I bought a property with an unpermitted structure?

You are now responsible to obtain the needed permits. This program offers the most cost efficient way to get all required permits and remedy existing violations for all unpermitted structures on the site.

## What Needs a Building Permit?

Virtually any improvement made on commercial or residential property may require a building permit. The California Building and Residential Codes determine if a permit will be required. Some examples of construction requiring a permit that you may not be aware of are:

- Water Heater Replacement
- Siding Replacement
- Re-Roofing
- HVAC Replacement
- Window Replacement
- Fences Over 6ft in Height
- New Gas Fireplace or Heater
- Retaining Walls Over 4ft in height
- Bathroom Remodel



## Will Any Permit or Development Fees Need to be Paid as Part of the Building Permit Amnesty Program?

Yes, all current City permit and applicable impact fees must be paid. It is through the Amnesty Program that the double permit fee, plus any associated costs incurred by Code Enforcement could be eliminated, as long as the property owner applies for the permit under the Amnesty Program and completes all required inspections for the final permit

## What Development Regulations Must be Complied With?

It will be necessary for the unpermitted construction to comply with all Federal, State, and Local Codes. The Building Code regulations in effect at time of original construction will be used. The first step in the Building Permit Amnesty Program application process is the establishment of the date of undocumented construction or occupancy. Through a combination of physical inspection and review of available evidence, the Building Official will establish the presumed date of construction or occupancy. Zoning and other critical area regulations will be part of this review.

## How do I Get Started?

The property owner shall submit a completed permit application for unpermitted work under the Amnesty Program within this three (2) month period. There will be no double permit fees for the work applied for under the Amnesty Program. As-built sets of plans will need to be submitted and can be drawn by the applicant. If there are structural design issues, then you will need to submit "wet stamped/signed" structural drawings and calculations.

If the current property owner did not do the improvements and does not know what type of construction took place, but knows that there are improvements that have not been permitted, then can provide a simple site and floor plan reflecting the improvements and how it affects the existing structure or site.

### ***What is a Building Amnesty Program?***

This is an opportunity for property owners to apply for building permits for buildings, additions, and remodels not previously permitted. The benefits include:

- ⇒ **No double building permit penalty fee.**
- ⇒ **Use the building code that was in effect at the time of construction.**
- ⇒ **No Civil Penalties assessed for site development work without permits.**
- ⇒ **Removal of recorded Violation for Non-Compliance on a property files.**
- ⇒ **Assignment of a staff member to assist the property owners through the application process.**

### ***What is eligible for the Building Amnesty Program?***

The Building Amnesty Program will allow unpermitted construction work or an unpermitted commercial occupancy within incorporated limits of the City of Oroville to be approved by the City. Anyone who voluntarily applies to the Building Amnesty Program starting May 7, 2014 through June 30, 2014 may have the undocumented construction or occupancy at their property recognized by the City provided that the work and materials comply with all minimum program and code requirements.

This program is only available for uses allowed within the zoning classification for the parcel. For example, an auto repair shop, built illegally, in a residential neighborhood would not be able to obtain zoning approvals through this process.



### ***EXHIBIT is B. Permitted construction work?***

Unpermitted construction work is any construction work done to property for which no City building permit and approvals were obtained or for which no building permit record exists. This includes large jobs such as new structures, room additions, remodels or small jobs such as water heater replacements or re-roofing. This also includes additional undocumented dwelling units and businesses without a Tenant Improvement permit.

# **Building Permit Amnesty Program**

***This means a substantial  
cost savings \$\$!***

***Don't Miss this Opportunity!  
Program available from:  
May 7, 2014 - June 30, 2014***

**City of Oroville  
Community Development Department  
1735 Montgomery Street  
Oroville, CA 95965  
(530) 538-2425  
Fax (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)**

**CITY OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: GLENN LAZOF, INTERIM DIRECTOR OF FINANCE**

**RE: AUDITOR ROTATION AND SELECTION POLICY**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider an Auditor Rotation and Selection Policy which will require the City to engage in a competitive process to select an auditor every 3 – 5 years.

**DISCUSSION**

The City has contracted with Davis Hammond and Co. to conduct City Auditors for at least 23 years. The independent audit relies on the Auditor's assessment of the City's control procedures and financial statement disclosures. Changing or 'refreshing' independent auditing firms periodically provides the City with a different risk assessment approach to testing risk. This in turn enhances the utility of the audit process by increasing the level of assurance that risks will be disclosed.

The current auditor will be eligible to participate, provided that they agree to assign a new Audit Manager. Audit contracts will be for three years, but may be extended by the City Council for an additional 2 years.

Staff will review and recommend respondents meeting the minimum qualifications with the Finance Committee.

**FISCAL IMPACT**

The cost of the last City Audit was \$17,300 .

Price should be a factor, but not the determining factor in selecting the City Auditor. If funds are required in excess of the amount available in the Fiscal Year 2015 budget, a supplemental adjustment will be submitted at the time Finance Committee recommendation is brought to the Council.

**RECOMMENDATIONS**

Adopt Resolution No. 8209 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE AUDITOR ROTATION AND SELECTION POLICY.

## **ATTACHMENTS**

Resolution No. 8209  
Auditor Rotation and Selection Policy

**CITY OF OROVILLE  
RESOLUTION NO. 8209**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AN AUDITOR  
ROTATION AND SELECTION POLICY**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The City Council of the City of Oroville hereby adopts the Auditor Rotation and Selection Policy. A copy of the Policy has been attached as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on May 6, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

## **AUDITOR ROTATION & SELECTION POLICY**

### **Purpose:**

The purpose of this policy is to provide for the periodic rotation of independent auditing firms or audit staff who perform the annual examination of the City Comprehensive Annual Financial Statement (CAFR) and render an opinion thereon. The audit is dependent on the individual auditor's assessment of risk in the City's control procedures and financial statement disclosures and is designed to provide reasonable, but not absolute, disclosure of such risk. Periodically changing independent auditing firms or the audit manager provides the City with a different risk assessment and, therefore, a different approach to testing risk in the City's control procedures and financial statement disclosures.

### **Selection Process:**

The Director of Finance is responsible for overseeing the solicitation and selection process and may also conduct final interviews prior to recommending three qualified firms, (unless there are less than three among the respondents) to City Finance Committee, who shall make a final recommendation to the City Council.

A competitive process will be held at least every five years for the selection of the independent auditing firm. The Executive Director shall, on behalf of the Committee, solicit proposals for independent auditors as soon as feasible following the completion of the fifth year audit, but at least by April 1 of what would otherwise be year six.

The current auditing firm may be considered to serve beyond a five year consecutive period, provided that they will assign a new audit manager to the Authorities. Otherwise qualified firms may serve more than a five-year period provided that there is a minimum three-year break in their service to the Authorities.

### **Term of Contract:**

The initial contract term will be for three years. Providing services are satisfactory, the contract may be extended for an additional two years, subject to Council approval.

**CITY OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: PURCHASE OF DAVE CLARK BEHIND THE HEAD HEADSETS  
WITH MICROPHONES**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider the purchase of twenty (20) Dave Clark Behind Head Headsets with microphones from the lowest responsible bidder, Day Wireless Systems, in an amount not to exceed \$6,774.50, and establishing a budget for utilizing City Fire Suppression Impact Fees for the purchase.

**DISCUSSION**

The Fire Department personnel currently utilize headsets to hear and transmit emergency radio traffic while operating the Fire Apparatus. The Fire Apparatus is not designed for comfort or a quiet ride; they are designed to be rugged and functional for their purpose. The passenger compartment of a Fire Engine or Fire Truck is noisy, due to engine noise, and emergency sirens.

The current headsets are Dave Clark Behind Head Headsets with microphones. These headsets are all well over a decade old. For the past several years Fire personnel have been making repairs on these headsets utilizing old worn out headsets. Unfortunately, this practice will no longer be possible due to all of the old parts being used or completely worn out. It is necessary to take these headsets out of service and replace them. The risk of not replacing this headset is the possibility of missed radio transmissions or the inability to transmit emergency information to the Emergency Dispatch Center.

Staff is requesting to purchase Dave Clark Behind Head Headsets with microphones as they do not require any additional equipment other than the headset. Day Wireless Systems has provided a bid for these headsets and is the Department's preferred provider.

The City of Oroville has been collecting Fire Suppression Impact Fees for several years. The current balance of this account is \$15,507, including substantial prior year carryover. The purpose of these funds is to provide for additional equipment as needed. This is a need that cannot be fulfilled any other way.

Staff is also requesting that the Council consider authorizing the establishment of a budget for the purchase of the equipment listed in this staff report.

**FISCAL IMPACT**

Approve Supplemental Appropriation No. 2013/14-0506-XX to establish a budget for the equipment purchase in the Fire Suppression Impact Fee Fund.

Radio Equipment Repair/Replacement	163-7520-2005	\$7,000
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**RECOMMENDATIONS**

1. Authorize the use of Fire Suppression Impact Fees for the purchase of twenty (20) Dave Clark Behind Head Headsets with microphones.
2. Approve Supplemental Appropriation No. 2013/14-0506-XX to establish a budget for the purchase in the Fire Suppression Impact Fee Fund as indicated in this staff report, dated May 6, 2014.
2. Authorize the purchase of twenty (20) Dave Clark Behind Head Headsets with microphones, from the lowest responsible bidder, Day Wireless Systems, in an amount not to exceed \$6,774.50.

**ATTACHMENTS**

Open Market Purchase form, with competitive prices  
Budget page G-29

City of Oroville

**DOCUMENTATION OF OPEN MARKET PURCHASE**

Purchases which are under the limit for sealed competitive bids may be made on the open market. Whenever practicable obtain informal or formal bids, if possible obtain at least three bids.

Item: **Dave Clark behind the Head Headsets with Microphone**

- No Informal / Formal bids because sole source:
- Not practicable to obtain informal / formal bids because:
- Only \_\_\_ possible sources were located therefore three bids could not be obtained
- Informal or Formal bids were obtained from:

	<b>PRICE / BID</b>
<b>Day Wireless Systems</b> _____	<b>\$6,260.00</b>
<b>Marv Golden Pilot</b> _____	<b>\$6,899.00</b>
<b>Pilot Mall</b> _____	<b>\$6,580.00</b>

Vendor selected: Day Wireless

Cost: **\$6,260.00**

**X** Lowest responsible bid

Other, explain:

Prepared by:

Authorized Signature

\_\_\_\_\_**Bill LaGrone**\_\_\_\_\_

\_\_\_\_\_**Bill LaGrone**\_\_\_\_\_

Date: April 22, 2014

Date: April 22, 2014



DAY WIRELESS SYSTEMS {03}  
 121 West 16th Street  
 Chico, CA 95928  
 (530) 342-0890

## QUOTATION

QUOTE NO.: 153749 - 00 RPT

DATE: 4/17/14

TERMS: NET 30

TO: Oroville City of  
 1735 Montgomery St  
 Oroville, CA 95965

Please reference Quote No. on  
 Correspondence & purchase orders.  
 Prices firm for 30 days.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
20	BEHIND HEAD HEADSET W/MIC Designed to be worn under helmets Rotates 200 degrees left to right Microphone on/off button NRR: 23dB	313.00	6,260.00
		Item Summary	6,260.00
		Subtotal	6,260.00
		Outbound Frt	45.00
		Sales Tax	469.50
		Grand Total	6,774.50

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

Quoted rate for maintenance is for service during normal business hours at Day Wireless System locations within designated service area and require a signed contract.

Maintenance contract coverage invoiced separately. Please contact our Sales or Service Representative for a quote on Preferred Customer 24/7 On Site maintenance.

BY **Russell Graham** (530)870-6038 Ext **rgraham@daywireless.com**

THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY.

Accepted

by \_\_\_\_\_

P.O. No. \_\_\_\_\_

LEGAL NAME OF PURCHASER

Date \_\_\_\_\_

AUTHORIZED SIGNATURE



**Marv Golden Pilot Supplies**  
*Serving Pilots for Over 30 Years!*

1-800-348-0014 | sales@marvgolden.com  
Marv Golden Pilot Supplies  
6090 Aero Drive #102  
San Diego, CA 92123

## Shopping Cart

**Proceed to Checkout**

-OR-



Remove	Product Name	SKU	List Price	Marv's Price	Qty	Subtotal
	<a href="#">David Clark H10-60 Headset</a>	DC01021	<del>\$349.00</del>		20	\$6,898.00

[Continue Shopping](#) [Update Shopping Cart](#)

### USE GIFT CERTIFICATE OR COUPON

Enter gift cert. or coupon code if you have one.

**Apply Code**

### ESTIMATE SHIPPING

Enter your destination to get a shipping estimate.

#### Country\*

United States

#### State/Province

Please select region, state or province

#### Zip Code / Postal Code\*

(Numbers Only for U.S.)

Subtotal	\$6,898.00
<b>Grand Total</b>	<b>\$6,898.00</b>

**Proceed to Checkout**

-OR-





# Pilot Mall<sup>®</sup>.com

QUALITY AVIATION SUPPLIES & GIFTS  
SINCE 1998

Home | About Us | Customer Service | Wishlist | My

Account | [My Account](#) | [My Cart](#) | [My Orders](#)

## Toll Free Order Line: (800) 249.5730

SEARCH

Gift Center

NOW

Select a Brand

You have 20 item(s) in your basket

Categories

- New Products
- Pre-order
- Clearance Sale
- Aircraft Manuals
- Aircraft Supplies
- Apparel
- Books, Videos & Software
- Charts & Accessories
- Checklists
- Flashlights
- Flight Bags & Accessories
- Flight Simulation
- Flying Aero Shop
- Gift Certificates
- Gifts For Pilots & Unique Aviation Gifts

David Clark H20-10 Mono Headset 20 \$6,580.00

Update Basket

Total: \$6,580.00

Calculate Shipping Costs

Hide Details

Enter Zip:

Select Country:

Select Method:

Cart Total: \$6,580.00

Shipping Cost:

FedEx Ground Home Delivery \$40.00

Tax: \$0.00

Total Cost: \$6620.00

Note: FedEx Standard & Priority Overnight is only available in the Continental US and only delivered Monday through Friday (HI and AK residents should choose FedEx 2 Day). The only methods available for

International Shipping are FedEx International Economy or FedEx International Priority

Credit Card or Gift Certificate **COMODO** AUTHENTIC & SECURE

## FIRE SUPPRESSION IMPACT FEES

### Activity

This fund's purpose is to provide funds for additional equipment needed.

**FUND: 163**

**DEPARTMENT: 7400**

	2009-10 Actual	2010-11 Expected	2011-12 Adopted	2012-13 Adopted
<b>Resources</b>				
<b>Beginning Fund Balance</b>	\$23,195	\$23,479	\$23,718	\$18,972
<b>Revenues</b>				
Impact Fees	\$130	\$226	\$276	\$426
Interest	\$154	\$113	\$121	\$180
Transfers-In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<u>\$284</u>	<u>\$339</u>	<u>\$397</u>	<u>\$606</u>
<b>Expenses</b>				
Services/Supplies	\$0	\$100	\$100	\$100
Capital Outlay	\$0	\$0	\$0	\$0
Transfers-Out	\$0	\$0	\$5,043	\$0
<b>Total Expenses</b>	<u>\$0</u>	<u>\$100</u>	<u>\$5,143</u>	<u>\$100</u>
<b>Ending Fund Balance</b>	\$23,479	\$23,718	\$18,972	\$19,478

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR/CITY CLERK  
JAMIE HAYES, DEPUTY CITY CLERK**

**RE: CALLING AND SETTING THE DATE AND CONSOLIDATION OF THE  
NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider calling and setting the date of the November 4, 2014 General Municipal Election, setting forth the offices to be voted upon, and requesting consolidation of the election with Butte County.

**BACKGROUND**

State Elections Code 10403 requires the Council's approval of a resolution in order to officially give notice that a general municipal election will be held on Tuesday, November 4, 2014 for the election of the following City officials:

- (1) Mayor - (four year term)
- (3) Council Members - (four year terms)
- (1) Treasurer - (four year term)

The resolution will also request the consolidation of the General Municipal Election with Butte County's statewide election, and for Butte County to canvass the returns.

The 2014 General Municipal Election filing period for nomination papers and candidate's statements will be between July 14 – August 8, 2014.

**RECOMMENDATIONS**

1. Adopt Resolution No. 8210 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE.

CG-7

2. Adopt Resolution No. 8211 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES FOR THE ELECTION OF ONE (1) MAYOR, THREE (3) CITY COUNCIL MEMBERS AND (1) TREASURER.

## **ATTACHMENTS**

Resolution No. 8210

Resolution No. 8211

General Municipal Election Calendar

**CITY OF OROVILLE  
RESOLUTION NO. 8210**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2014 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

**WHEREAS**, the City Council of the City of Oroville called a General Municipal Election to be held on November 4, 2014, for the purpose of the election of one (1) mayor, three (3) members of the City Council - (four year term), and one (1) treasurer; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of Butte canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** That pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 4, 2014 for the purpose of the election of one (1) mayor, three (3) members of the City Council - (four year term), and one (1) treasurer.

**Section 2.** That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

**Section 3.** That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

**Section 4.** That the City of Oroville recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**Section 5.** That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Butte.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on May 6, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**ATTEST:**

\_\_\_\_\_  
Randy Murphy, City Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 8211**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES FOR THE ELECTION OF ONE (1) MAYOR, THREE (3) CITY COUNCIL MEMBERS AND ONE (1) TREASURER**

**WHEREAS**, under the provisions of the laws relating to Charter Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 4, 2014, for the election of one (1) mayor, three (3) members of the City Council and one (1) treasurer to four year terms of office ending November 2018;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DOES DECLARE, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

**SECTION 1:** That, pursuant to the requirements of the laws of the State of California relating to Charter Cities, there is called and ordered to be held in the City of Oroville, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing one (1) mayor, three (3) members of the City Council and one (1) treasurer to serve four year terms of office ending December 2018.

**SECTION 2:** That the ballots to be used at the election shall be in the form and content as required by law.

**SECTION 3:** That the City Clerk is authorized, instructed and directed to coordinate with the County of Butte Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4:** That the polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, except as provided in Section 14301 of the Elections Code of the State of California.

**SECTION 5:** That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 6:** That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 7:** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County

of Butte Registrar-Recorder/County Clerk, the City Council, in accordance with California Election Code section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

**SECTION 8:** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 9:** The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly presented bill.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on May 6, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**City Elections**  
**General Municipal Elections Consolidated**

**November 4, 2014**

*Laws in effect in 2014*

*(Calendar laws updated 10/2013)*

*(check with your county for their deadlines for arguments and rebuttal filings)*

Date(s)	E minus	to E minus	Action
May 16	-172		Suggested Last Day to File Petitions Regarding Measure
June 16	-141		Suggested Last Day for Council to Adopt Resolutions
June 17	-140		Suggested Last Day to Post Notice of Deadline for Filing Arguments and Impartial Analyses
No deadline except ONCE before Election Day			Election Official to Publish Notice of Election – Measure(s) Only, No Candidates
7 - 14 days after date Council puts measure(s) on the ballot			Suggested Last Day to File Arguments & Impartial Analyses / Recommended to be 7-14 days after Council calls Election
June 30 to July 14	-127	-113	Election Official to Publish Notice of Election - Candidates
July 7	-120		Last Day to Adopt Regulations for Candidates Statements
10 days after Arguments are due			Last Day to File Rebuttal Arguments / 10 Days after Arguments
July 14 to August 8	-113	-88	Filing Period for Nomination Papers and Candidate's Statements
July 31			Last Day to File Campaign Expenditure Statements - Semi-Annual Statement
August 8	-88		Last Day to Call Election For Ballot Measures
August 8 by 5:00 pm	-88		Last Day for County to Receive Resolutions Requesting Services or Consolidation
August 8	-88		Last Day to File Nomination Papers (Consolidated Cities)
August 13	-83		Last Day to File Nomination Papers – Extended Filing Period if incumbent fails to file
August 13	-83		Last Day to Withdraw Measure(s) from Ballot
August 14	-82		Secretary of State to Determine Order of Names on Ballot
August 21	-75		Time to Cancel Election – Insufficient Candidates
September 8 to October 21	-57	-14	Filing Period for Write-in Candidate
October 6	-29		Last Day to File Campaign Expenditure Statements - 1st Pre-election Statement
October 6	-29		First Day for Mailing Permanent Vote-by-Mail Voter Ballots
October 6 to October 28	-29	-7	Voters May Request Vote-by-Mail Ballots with Regular Applications
October 14	-21		Last Day to Mail Sample Ballots and Polling Place Notices
October 20	-15		Last Day to Register to Vote
October 21	-14		Last Day to File for Write-in Candidate
October 23	-12		Last Day to File Campaign Expenditure Statements - 2nd Pre-election Statement
October 28	-7		Last Day for Election Official to Publish Notice of Nominees
October 29 to November 4	-6		Emergency/Late Vote-by-Mail Voting Period
November 3	-1		Last Day for Council to Adopt Procedures to Resolve Tie Vote
<b>November 4</b>	<b>0</b>		<b>ELECTION DAY</b>
November 4	0		Last Day to Receive Vote-by-Mail Voter Ballots
No Later Than December 19	45		Last Day to Declare Results & Install Newly Elected Mayor, Councilmember(s), Etc.
December 2 December 19	E+28+17+?		Reorganize Council and Choose Mayor Pro Tem (and Mayor if applicable)
December 10 December 28	36	54	Filing of Statement of Economic Interests
January 31, 2015			Last Day to File Campaign Expenditure Statements - Semi-Annual Statement
April 1, 2015			Last Day to Submit Report on Measures to Secretary of State

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: EAST TRUNK LINE REPLACEMENT PROJECT**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council will receive an update regarding the Thermalito Water and Sewer District (TWSD) East Trunk Line (ETL) Replacement project (Project).

**DISCUSSION**

Background – TWSD ETL Agreement

On March 16, 2010, the City executed an Agreement with the Thermalito Water and Sewer District (TWSD) regarding the financial operation and maintenance (O&M) responsibilities for TWSD's ETL. The ETL is a shared sewer trunk line that conveys both City and TWSD customer sewerage from the intersection of 5<sup>th</sup> and Grand to Hwy 162. The ETL conveys approximately 15% of the City's total wastewater flows. Previously completed studies have shown that 75% of the flows through the ETL are City flows. These same studies show that the capacity of the existing ETL is exceeded during wet weather events, necessitating the replacement of the ETL with larger pipe sizes. The 2010 ETL Agreement provides for the City to pay TWSD 75% of the ongoing O&M costs and 75% of the costs for the Project using the following monthly funds that are paid by the City to TWSD:

Monthly for on-going maintenance	\$4,326
monthly deposited into a TWSD reserve fund for the Project	\$5,830
Total monthly payment to TWSD	\$10,156

The \$10,156 monthly obligation that the City pays TWSD is budgeted and collected through the City wide annual sewer assessments. This expense cost is budgeted separately from the City's internal O&M budget. The planning, permitting and design for the Project started in 2008, with the City having been paying since 2011 its 75% share of these costs from the TWSD reserve fund.

## ETL Replacement Project Status

The Project consists of the replacement and upsizing of 2.2 miles of 10" and 12" gravity sewer main with 12" to 15" main. The new pipe will be installed adjacent to the existing trunk line. The Engineer's estimate for the project is \$2.7 million. TWSD has completed the preparation of bid plans and specifications and is scheduled to advertising the project for a bid opening date of May 23, 2014.

Based on the \$2.7 million engineer's estimate, TWSD applied for a loan through the Water Resources Control Board's Clean Water State Revolving Fund (SRF) to finance the Project. The SRF loan, which was recently approved by the State, includes a preliminary loan payment schedule that would obligate the City to pay TWSD between \$9,063 and \$14,846 per month over the life of the loan. The loan is a 20-year loan for \$2.7 million at an interest rate of 2.1%.

As stated above, total revenue to TWSD from the Sewer Fund is controlled by the Agreement at \$10,156 per month. Since the O&M cost for the new Project is expected to be well less than the \$51,912 being paid annually by the City to TWSD, and the actual project financing cost is unknown, it is premature to present final ETL financing data at this time.

Staff will bring this item back to the Council with final ETL O&M and financing data after the May 2014 bid opening.

### **FISCAL IMPACT**

None. This item is for informational purposes only.

### **RECOMMENDATION(S)**

None

### **ATTACHMENTS**

None

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: KAROLYN J. FAIRBANKS, CITY TREASURER**

**RE: LOCAL AGENCY INVESTMENT FUND INVESTMENT RESOLUTION**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider an Investment Resolution with the Local Agency Investment Fund (LAIF) for the City of Oroville.

**DISCUSSION**

To meet the Local Agency Investment Fund (LAIF) requirements a new resolution must be approved for deposit and withdrawal of funds from the City of Oroville accounts. The resolution will allow the City Administrator to provide back up to the Treasurer should they be unavailable when a transfer is needed. Previously the back -up was the Director of Finance. Staff plans to return to that practice following the successful recruitment of a new Finance Director.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Adopt Resolution No. 8212 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND FOR THE CITY OF OROVILLE.

**ATTACHMENTS**

Resolution No. 8212

**CITY OF OROVILLE  
RESOLUTION NO. 8212**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND FOR THE CITY OF OROVILLE**

**WHEREAS**, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the City Council do hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interests of the City of Oroville.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council do hereby authorize the deposit and withdrawal of City of Oroville monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of 16429.1 of the Government code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

**BE IT FURTHER RESOLVED**, that the following City of Oroville officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

<u>Karolyn J. Fairbanks</u> NAME	<u>Randy Murphy</u> NAME	_____
<u>City Treasurer</u> TITLE	<u>City Administrator</u> TITLE	_____
_____	_____	_____
SIGNATURE	SIGNATURE	SIGNATURE

**PASSED AND ADOPTED** by the City Council at a regular meeting of May 6, 2014 by the following vote:

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

APPROVED AS TO FORM:	<u>Linda L. Dahlmeier, Mayor</u>
	ATTEST:
<u>Scott E. Huber, City Attorney</u>	<u>Randy Murphy, City Clerk</u>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PACIFIC COAST PRODUCERS PARKING ISSUE IN LOCAL RESIDENTIAL  
NEIGHBORHOOD**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider directing staff to address the parking concerns held by local residential neighborhoods regarding Pacific Coast Producers (PCP) employee parking during the harvest season.

**DISCUSSION**

Historically the neighbors surrounding PCP have expressed concerns with employees from PCP parking along the curbs of residential neighborhoods in the vicinity of their operations. This issue becomes most severe during the peak of the harvest season when the company intensifies their operations to 24 hours per day, 7 days per week. As the harvest season is quickly approaching, staff recommends putting an action plan in place prior to the issues resurfacing to ensure that the residents surrounding the company do not experience the same parking dilemmas that have been experienced in the past.

Parking Permits

The Oroville Municipal Code (OMC) specifies the City's regulations regarding designating preferential parking areas, preferential parking permits, and penalties for parking violations. This division was adopted pursuant to the provisions of Section 22507 of the California Vehicle Code. Per Section 13-77.10.2, the City Council may, by resolution, designate an area of the city as a preferential parking area if the Council finds that such area is zoned for and predominantly devoted to residential uses; that the area contains streets which are congested with vehicles parked by persons who do not reside in the area; and that limiting the parking of vehicles along the streets in the area to those persons who do reside in the area is necessary in order to enhance the quality of life of such residents. The City Council shall specifically describe such area and shall set forth the days and hours when the parking restrictions applicable to the area will be in effect.

CC-10

Per Section 13-77.10.3, it would be unlawful for any person to park a vehicle on any street within an area designated by resolution of the City Council as a preferential parking area on the days and during the hours when preferential parking restrictions are in effect unless a valid preferential parking permit, or preferential parking guest pass, is displayed. Permits would be valid for a period of one year. Additionally, City staff has met with PCP management who is in support of this option. They have been encouraging employees not to park in the residential neighborhoods but do not have the authority of enforcing such requirement.

### Sale of City owned Properties

The Council may consider the sale of approximately 1.20 acres in the northwest portion of the City's Corporation Yard to Pacific Coast Producers. The purchase of the property could help the City develop a complete strategy to resolve traffic congestion and parking problems in the general vicinity of Veatch Street and Mitchell Avenue. If this option is pursued it would require a tentative parcel map be processed to split the portion of property to be purchased into its own separate legal parcel. As this property was previously being considered for sale, the property was recently appraised on August 20, 2013 and would be sold for fair market value if this option was pursued.

### **FISCAL IMPACT**

No fiscal impact at this time. May change depending on Council's direction.

### **RECOMMENDATION**

Direct staff on the appropriate action(s) to take to resolve the parking issue identified in this report.

### **ATTACHMENTS**

A – OMC Preferential Parking Designations / Permits / Guest Passes / Violations

# EXHIBIT - A

## **13-77.10.1 Purpose.**

This division is adopted pursuant to the provisions of Section 22507 of the California Vehicle Code. Its purpose is to enhance the quality of life of those persons residing in any area of the city which is zoned for and predominantly devoted to residential uses, and which contains streets congested with vehicles parked by persons who do not reside in such area, by providing a means to limit the parking of vehicles along the streets within such area only to those persons who do reside in the area, as well as a resident's guest. However, this division shall not be construed to allow parking within a preferential parking area in violation of any other provision of this title. (Ord. 1633 § 1)

## **13-77.10.2 Designation of preferential parking areas—Required findings and considerations.**

(a) The city council may, by resolution, designate an area of the city as a preferential parking area if the council finds that such area is zoned for and predominantly devoted to residential uses; that the area contains streets which are congested with vehicles parked by persons who do not reside in the area; and that limiting the parking of vehicles along the streets in the area to those persons who do reside in the area is necessary in order to enhance the quality of life of such residents.

(b) In determining whether limiting the parking of vehicles along the streets within such an area to those persons who reside in the area is necessary to enhance the quality of life of such persons, the city council shall consider the effect of vehicles parked by persons who do not reside in the area on ambient noise levels, air pollution levels and other environmental characteristics of the area; pedestrian and vehicular traffic safety in the area; and the burden on persons who reside in the area in gaining access to their residences.

(c) In its resolution designating an area of the city as a preferential parking area, the city council shall specifically describe such area and shall set forth the days and hours when the parking restrictions applicable to the area hereinafter provided for by this division will be in effect. (Ord. 1633 § 1)

## **13-77.10.3 Restrictions on parking within designated preferential parking areas—Exemptions from restrictions.**

It is unlawful for any person to stop, stand, or park a vehicle on any street within an area designated by resolution of the city council as a preferential parking area on the days and during the hours when preferential parking restrictions are in effect, except:

(a) A vehicle registered to or controlled and exclusively used by a person residing in the designated preferential parking area when such vehicle properly displays a valid preferential parking permit issued in the manner hereinafter provided by this division;

(b) A vehicle being used by the guest of a person residing in the designated preferential parking area when such vehicle properly displays a valid preferential parking guest pass issued in the manner hereinafter provided by this division, and is parked on the street in front of the parcel of real property for which the guest pass was issued;

(c) The following additional vehicles, which shall be exempt from the parking restrictions applicable to a preferential parking area:

(1) An emergency vehicle, including but not limited to an ambulance, fire engine, or police vehicle;

(2) A vehicle which is under the control of a person providing services to a parcel of real property located in a designated preferential parking area, including but not limited to a delivery vehicle; and

(3) A vehicle registered to or used by disabled persons when such vehicle displays a distinguishing license plate or placard issued by the California Department of Motor Vehicles. (Ord. 1633 § 1)

**13-77.10.4 Preferential parking permits—Issuance of permits—Limitation on number of permits.**

A preferential parking permit may be issued by the finance director for any vehicle which is registered to or under the control of and exclusively used by a person residing on a parcel of real property located within the boundaries of a designated preferential parking area; provided, however, that the number of preferential parking permits which may be issued by the finance director for vehicles which are registered to, or under the control of and exclusively used by persons residing in the same dwelling unit on a parcel of real property located within the boundaries of a preferential parking area shall not exceed a total of three; and, provided further, that the cumulative number of permits which may be issued for a parcel having two or more dwelling units shall not exceed a total of five. (Ord. 1633 § 1)

**13-77.10.5 Preferential parking permits—Term of permits.**

The term of a preferential parking permit issued pursuant to the provisions of this division shall be for the one-year period commencing on July 1st of the year for which such permit was issued and terminating on June 30th of the next succeeding year; provided that, where a permit is issued subsequent to July 1st, then the term of such permit shall commence on the date of issuance. (Ord. 1633 § 1)

**13-77.10.6 Preferential parking permits—Form and content of permits.**

Each preferential parking permit issued pursuant to the provisions of this division shall identify the vehicle for which it is issued as one registered to or under the control of and exclusively used by a person residing in the particular preferential parking area to which it applies; and shall include instructions describing the manner in which the permit is to be displayed in such vehicle. (Ord. 1633 § 1)

**13-77.10.7 Preferential parking permits—Application for permit—Action by finance director in event of excess permit applications.**

(a) Applications for preferential parking permits shall be filed with the finance director and be in a form approved by the city administrator, and shall be accompanied by the following documents and fees:

(1) Documentary proof satisfactory to the finance director, that the person making the application resides in the preferential parking area for which the permit is to be issued;

(2) A copy of the certificate of registration for the vehicle for which the permit is to be issued and, where the vehicle is not registered to the person making the application, documentary proof, satisfactory to the finance director, that such person is entitled to the exclusive use and control of such vehicle; and

(3) A preferential parking permit application fee in an amount established by resolution of the city council.

(b) Where the number of preferential parking permit applications filed with the finance director for a particular dwelling unit and/or parcel of real property exceeds the number of permits which may be issued for such dwelling unit and/or parcel pursuant to the provisions of this division, the finance director shall issue the number of permits authorized by this division to the persons having filed applications for same in the order in which such applications were received. (Ord. 1633 § 1)

**13-77.10.8 Preferential parking permits—Prohibited use of permits.**

A person having been issued a preferential parking permit pursuant to the provisions of this division shall not:

- (a) Cause or permit such permit to be displayed on a vehicle other than the vehicle for which it was issued; or
- (b) Continue to display such permit on the vehicle for which it was issued after such person no longer resides within the preferential parking area for which the permit was issued. (Ord. 1633 § 1)

**13-77.10.9 Preferential parking guest passes—Issuance of guest passes.**

A total of two preferential parking guest passes may be issued by the finance director to the owner of any parcel of real property located within a designated preferential parking area which contains one or more dwelling units or to such owner's designated agent.

Upon being issued the guest passes authorized by this section, the owner of the property to which such passes were issued or such owner's designated agent shall make them available, on a nondiscriminatory basis, to each person residing on the parcel for which they were issued who, in turn, shall be entitled to provide such passes to those persons visiting them as guests or to persons who are present on the property providing services to that resident. (Ord. 1633 § 1)

**13-77.10.10 Preferential parking guest passes —Term of guest passes.**

The term of a preferential parking guest pass issued pursuant to the provisions of this division shall be for the one year period commencing on July 1st of the year for which such permit was issued and terminating on June 30th of the next succeeding year; provided that where a guest pass is issued subsequent to July 1st, then the term of such guest pass shall commence on the date of issuance. (Ord. 1633 § 1)

**13-77.10.11 Preferential parking guest passes —Form and content of guest passes.**

A preferential parking guest pass issued pursuant to the provisions of this division shall identify the vehicle in which it is displayed as one being used by a guest of a person residing within the preferential parking area for which the guest pass was issued, shall set forth the address of particular parcel of real property within such preferential parking area for which the guest pass was issued, as well as the days and hours during which a vehicle displaying the guest pass may lawfully park within the preferential parking area; and shall include instructions describing the manner in which the permit is to be displayed in such vehicle. (Ord. 1633 § 1)

**13-77.10.12 Preferential parking guest passes—Application for guest passes.**

Applications for a preferential parking guest pass shall be filed with the finance director and be in a form approved by the city administrator, and shall be accompanied by the following documents and fees:

(a) Documentary proof, satisfactory to the finance director, that the person applying for such guest pass is the owner of a particular parcel of real property within a designated preferential parking area for which the guest pass is to be issued, and where the guest pass is being issued to such owner's designated agent, documentary proof of such agency, satisfactory to the finance director; and

(b) Preferential parking guest pass application fee in an amount established by resolution of the city council. (Ord. 1633 § 1)

**13-77.10.13 Preferential parking guest passes—Prohibited use of guest passes.**

(a) The owner of a parcel of real property located within a designated preferential parking area who has been issued a guest pass pursuant to the provisions of this division shall not:

(1) Provide such guest pass to any person other than a person who resides on such parcel for use by such resident's guests;

(2) Require a person who resides on such parcel to pay a fee or provide any other form of consideration in exchange for the right to use such guest pass; or

(3) Discriminate against any person who resides on such parcel in connection with the use of such guest pass; provided, however, that the owner of such parcel and/or such owner's designated agent shall not be prohibited from making reasonable rules relating to the use of guest passes by persons who reside on the parcel.

(b) A person who resides within a designated preferential parking area and who has been provided with a guest pass pursuant to the provisions of this division shall not:

(1) Use such guest pass in any vehicle which is registered to or under the control of such person; or

(2) Provide such guest pass to any person other than a person visiting such resident as his or her guest or a person on the property for the purpose of providing services to that resident. (Ord. 1633 § 1)

**13-77.10.14 Continuing violations.**

Any violation of the parking restrictions within a preferential parking area adopted by this division which continues for more than a two-hour period in duration shall be deemed to be a separate infraction punishable by a separate penalty in an amount hereinafter required by this title. (Ord. 1633 § 1)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR**

**RE: STANDARD INTERAGENCY AGREEMENT FOR WITH REGIONAL  
GOVERNMENT SERVICES**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider a Standard Interagency Agreement (Agreement) with Regional Government Services (RGS), in the amount of \$110,000, and ratify the expenditure of \$25,000 for Interim Director and Municipal Finance Advisory Services.

**DISCUSSION**

This Agreement is 14% more cost effective than a City Employed Director of Finance because RGS only bills the City for productive hours (i.e. no holidays, vacation, or other leaves). RGS also assumes all liability for this employee such as workers compensation and post employment costs.

The amount of this Agreement (\$110,000) is sufficient to provide Interim Finance Director Services on a full time basis until November 2014, and also provides approximately \$15,000 for additional work upon request. The Agreement can be extended if needed, for example should the recruitment process for a Director of Finance position extend beyond October 31. The current purchase order with RGS is for \$25,000.

**FISCAL IMPACT**

Approximately \$40,000 of this Agreement will be expended this fiscal year, the balance will be expended in FY 2015. Funding is available in Department 1500 (Finance). The FY 2015 Preliminary Budget will include funding for the balance of this Agreement.

**RECOMMENDATION**

1. Ratify the expenditure of \$25,000 for Interim Director and Municipal Finance Advisory Services provided by Regional Government Services.
2. Adopt Resolution No. 8213 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A STANDARD INTERAGENCY AGREEMENT WITH REGIONAL

GOVERNMENT SERVICES, IN THE AMOUNT OF \$110,000, FOR INTERIM  
DIRECTOR AND MUNICIPAL FINANCE SERVICES, AS NEEDED –  
(Agreement No. 3065).

**ATTACHMENT**

Resolution No. 8213  
Agreement No. 3065

**CITY OF OROVILLE  
RESOLUTION NO. 8213**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A STANDARD INTERAGENCY AGREEMENT WITH REGIONAL GOVERNMENT SERVICES, IN THE AMOUNT OF \$110,000, FOR INTERIM DIRECTOR AND MUNICIPAL FINANCE SERVICES, AS NEEDED**

**(Agreement No. 3065)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The City Council of the City of Oroville hereby authorizes the City Administrator to execute a Standard Interagency Agreement with Regional Government Services, in the amount of \$110,000, for Interim Director and Municipal Finance Services, as needed by the City of Oroville.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on May 6, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk



## LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

*Providing Solutions to California Public Agencies*

[www.lgs.ca.gov](http://www.lgs.ca.gov)

[www.rgs.ca.gov](http://www.rgs.ca.gov)

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- Pre-contract meetings either in person or by phone to ensure our working relationship starts on firm footing. RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS operates candidly, and will be open with what we can and cannot do. RGS is committed to honest interaction.
- When our employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each other's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental joint powers agency evolving to meet upcoming local government needs. RGS has carefully constructed policies and procedures to allow us maximum flexibility to meet your needs. In doing this, we must recover our costs, which are kept to a minimum so client agency revenues are used wisely. We receive no tax revenues or client subsidies.

*Administrative Offices:*  
*Human Resources:*

P.O. Box 1350 · Carmel Valley, CA 93924  
P.O. Box 1077 · Camarillo, CA 93011

*ph:* 831/308-1508  
*ph:* 650/587-7316

*fax:* 831/308-1509  
*fax:* 650/587-7317

## **Agreement for Management and Administrative Services**

This Agreement for Management Services (“Agreement”) is made and entered into as of the 1<sup>st</sup> day of April 2014, by and between the **City of Oroville**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the **Exhibits**, which are by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

**1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS’s profession.

**1.2 Assignment of Personnel.** RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS’s Executive Director will notify Agency’s Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on the Exhibits.

**1.3 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS’s obligations hereunder in the Exhibits.

**Section 2. Term of Agreement and Termination.** Services shall commence on or about the date specified in the Exhibits and shall continue until the date anticipated in the Exhibits to terminate, at which time services may continue on a month-to-month basis until one party terminates the agreement. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency, which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment under this Agreement shall be as provided in the Exhibits.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

**Section 5. Relationship of Parties.**

**5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will provide services to the Agency are indicated in the Exhibits. The Executive Director will not reassign any of the staff indicated in the Exhibits without first consulting with the Agency. The Executive Director will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.

**5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.

**5.4** Agency shall not have any right to discharge any employee of RGS from employment.

**5-5** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. Insurance Requirements.** Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to Agency of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Agency. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**6.1 Workers' Compensation.** RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the Agency and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a Agency officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

## **6.2 Commercial General and Automobile Liability Insurance.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**6.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

**6.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the Agency.

**6.3 Professional Liability Insurance.** Upon written request of Agency, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

**6.3.1** Any deductible or self-insured retention shall not exceed \$1,000 per claim.

**6.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

**6.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

#### **6.4 All Policies Requirements.**

**6.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Best's rating of no less than A:VII.

**6.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**6.4.3 Subcontractors.** RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**6.4.4 Variation.** The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

**6.4.5 Deductibles and Self-Insured Retentions.** RGS shall disclose to and obtain the approval of Agency for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Agency's Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to Agency, its officers, employees, agents, and volunteers. The Agency's Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**6.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

- 6.5 Remedies.** In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order RGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

**Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall

comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.
- 8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State

Auditor, at the request of Agency or as part of any audit of the Agency, for a period of 3 years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written agreement signed by both Parties.

**Section 11. Validity** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Governing Law/Attorneys Fees.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 13. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 14 Employment Offers to Our Staff.** Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the AGENCY or has been assigned to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 15 Entire Agreement.** This Agreement, including the Exhibits, comprises the entire Agreement.

**Section 16 Indemnity.**

**16.1 RGS's indemnity obligations.** Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

**16.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where a Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**Section 17 Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

RGS: Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_, 2014 **City of Oroville**

By: \_\_\_\_\_  
Randy Murphy, City Administrator

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2014 By: \_\_\_\_\_  
Scott Huber, City Attorney

DATED: April 24, 2014 **Regional Government Services Authority**

By:   
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: April 25, 2014 By:  Lauren Quint, Esq.  
OR Sky Woodruff, Authority Counsel

## Exhibit A

### **Compensation.**

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 20 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

**Payment Address.** All payments due RGS shall be paid to:

Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

## AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Randy Murphy	MurphyR@cityoforoville.org

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Elizabeth Ehrenstrom	1735 Montgomery Street Oroville, CA 95965

## RGS STAFF

NAME	POSITION	HOURLY RATE*
Glenn Lazof	Interim Director of Finance	\$70.00
Scott Williams	Financial Advisor	\$96.00

\*The Hourly Rate does not include mark-up for direct external costs which will be invoiced to the Agency at cost.

The start date for the services to be performed is April 1, 2014, and this agreement is anticipated to remain in force through June 30, 2015. Upon expiration of the agreement, services may continue on a month-to-month basis until one party terminates as provided for in Section 2 of the agreement.

Services for this agreement will not exceed a total amount of \$110,000. Employee expenses will be reimbursed with a \$95.00 per diem to cover food, lodging and incidentals. Mileage expenses will be reimbursed at the current Federal mileage reimbursement rate.

Services will be provided approximately 30-40 hours/week.

Such employee(s) may perform services at the Agency offices available in the City of Oroville or at other locations.

## **Exhibit B**

**Scope of Services.** RGS shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the Agency job description(s) for this/these position(s) and/or as outlined below.
- Perform related work as required.

### **Interim Finance Services Scope**

Regional Government Services (RGS), a Joint Powers Authority, proposes to provide Interim Services to include a review of internal controls, promoting efficient Finance operations, providing direction to accounting and finance personnel, delivering financial analysis to City Management, recommending revisions to Financial Policies and Procedures as necessary, and to performing other duties at the request of the City Administrator. Regional Government Services shall also, at the request of the City Administrator, conduct an assessment of City Finance operations, to be conducted by both the interim Finance Manager and a Consulting Finance Advisor.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: 2014 ROAD MAINTENANCE PROJECT**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council will hear an update regarding the planned Road Maintenance Project for 2014 and subsequent years.

**DISCUSSION**

A number of the City's roads are in poor condition and need surface rehabilitation. In 2011, staff had plans drawn up for the rehabilitation of 23 roads. This road list (copy attached) was based on the Pavement Condition Index (PCI) rating from the City's Pavement Management System (PMS), and the known physical condition of the surface pavement. From a pavement management perspective, based on the low PCI of these roads, asphalt overlays would be the best technical maintenance choice. However, overlaying these roads would cost in excess of \$1.7 million, which is obviously not economically feasible given the City's road maintenance budget limitations. For this reason, due to limited available funding, the plans specified less expensive chip seals and cape seals for the roads included in the plans. The strategy is that seals, although not the ideal treatment, will hopefully prevent further degradation of the road for the next 4 – 6 years. The 2011 road maintenance list was presented to the Council on September 6, 2011 for consideration, and was approved unanimously.

Staff analyzed and estimated the cost for the necessary road repairs (conventional 4" and 6" dig out repairs), in addition to the cost for sealing and re-striping. These costs are based on bidding out the project to private contactors at prevailing wage, and are summarized below:

155,000 square feet dig out repairs	= \$434,327
Sealing	= \$625,360
Striping	= \$75,000
Total	= \$1,134,687 (Estimate)

The above construction costs are included on the attached road list. Even for the minimal sealing treatments, the cost of \$1,134,687 still far exceeds the City's current

available funding, which is currently limited to \$517,614 for this fiscal year. The current funding level is an accumulation of Regional Surface Transportation Program (RSTP) funds over the past 3 years (Fund 112). The City receives about \$160,000 of RSTP funds annually from the Butte County Association of Governments (BCAG). These funds are part of the "Regional STP Exchange" wherein BCAG is authorized to exchange federal transportation funds for state funds for distribution to local agencies within Butte County. The advantage to these exchanged funds is that no local match is required, and the local agency can use these funds on a discretionary basis for eligible road maintenance work.

The Butte County Public Works Department (County) routinely completes road chip sealing "in-house". Last year, City staff contacted Butte County to attempt to coordinate with the County the use of County crews to chip seal City roads. It was too late in the season to make the necessary arrangements. In addition, the necessary mutual aid Agreement to allow the City to retain and pay the County for chip seal services was not in place.

On June 18, 2013, a "Mutual Aid Agreement to Provide Road Maintenance Services between the City of Oroville and the County of Butte (Agreement)" was executed. This Agreement allows for the delivery of services between the two agencies. Currently, and in the past, the City is providing traffic signal maintenance services to the County when requested. This Agreement will allow, for the first time, the City to authorize the County to provide selected services for the chip sealing of City roads.

Over the past months, City staff has met with the County to discuss the process for and costs of chip sealing. The goal of these meetings was to determine which of the numerous chip sealing project components would be available through the County, and which services the City would be independently responsible for funding. Shown below is a table that breaks a typical chip seal or cape seal project into its construction elements. The table identifies which services the County can provide under the Agreement.

**TASK LIST FOR CITY-COUNTY MUTUAL AID ROAD CHIP SEALING**

<b>Item #</b>	<b>Task Description</b>	<b>Agency responsible</b>
1	Resident Notification	City (If Warranted)
2	Road Repairs	City (Outside Contract via. Bid)
3	Pre-Chip Road Washing and Sweeping	City (PW Staff)
4	Utility Cover Prep	City (PW Staff)
<b>5</b>	<b>Chip Seal Work</b>	<b>County</b>
<b>6</b>	<b>Chip Seal Traffic Control</b>	<b>County</b>
7	Sweeping After Chip Seal	City
<b>8</b>	<b>Fog Seal Work</b>	<b>County</b>
<b>9</b>	<b>Fog Seal Traffic Control</b>	<b>County</b>
10	Utility Cover Restoration	City (PW Staff)
11	Re-Striping	City (Outside Contract via. Bid)
12	Slurry Seal (For Ultimate Cape Seal)	City (Outside Contract via. Bid)

As shown above, if the City was to retain the County for road chip seal services, the City would be responsible for all of the road prep work necessary in advance of the actual chip seal work (Items No. 1 – 4). This advance work would need to be completed by

the City's public works crews. The County would manage, with City coordination, the actual placement of the sealing materials (oil, chip and fog seal) and the County would manage traffic control at the same time (Items 5, 6, 8 and 9). The City would be responsible for road sweeping after chip seal placement and prior to the fog seal application (Items 7). The County hires temporary employees to provide traffic control for County roads scheduled for chip sealing. The County would deploy these same temporary employees to provide traffic control on the City roads that the County will be chip sealing and fog sealing. In summary:

- Pre-chip seal road repairs will need to be completed by the City by a bid process.
- Pre-chip road washing and sweeping will need to be completed by PW staff.
- After the chip seal has been placed, City PW staff would be responsible for sweeping the roads in preparation for the final fog seal coat.
- After the fog seal has been placed, City PW staff would be responsible for utility cover restorations.
- After the fog seal has been placed, the City would be responsible for replacement of striping and markings by a bid process.
- If a slurry seal layer (instead of a fog seal) is added to the final chip seal product (for a cape seal), this would be accomplished through a City bid process.

The County plans on chip sealing approximately 44 miles of County maintained roads this season, with a planned completion date of mid-August. For this reason, the County has committed to chip sealing only two of the roads on the City list, Nelson Avenue and Table Mountain Boulevard starting in mid-August. Staff has prepared a separate spreadsheet (attached) that summarizes the various project costs associated with using the County for maintaining City roads. This cost summary recognizes that the City will need to bid out the pre-chip road repairs and the re-striping. The cost summary shows that for Table Mountain Boulevard and Nelson Avenue, total City costs under the mutual aid agreement including the outside bid services, are estimated at \$150,000. If the City was to bid out all of this work, the cost for these two roads is estimated at \$236,000. Staff estimates that the City will be saving approximately 35% of project cost as opposed to bidding all of the work out.

In future years, with continued coordination with the County, the number of roads from the list completed per year can and will be increased. It is clear that the City's limited annual funding will be "stretched" further by using the County on an annual basis for the chip and/or fog sealing portion of the projects.

## **SUMMARY**

Through the use of the mutual aid agreement with the County, the City can expect to save approximately 35% of the full bid cost for all of the work associated with chip or cape sealing City roads. At the full bid outside cost of \$1.1 million for the current priority

road list, it would take about 7 years to complete the work. It is important to recognize the "list" is only a partial list of City roads requiring surface maintenance. By utilizing the mutual aid agreement with the County, and bidding out only those services not provided by the County, the "list" could be completed within the next 2 – 3 years for about \$415,000. This cost is a best estimate and is subject to revision if the cost for bid services, and the cost to the County for chip materials increases.

Regarding the road repair work required in advance of the chip sealing, because only two roads on the list may be chip sealed by the County this year, staff recommends that the repairs for other roads on the list, or other roads not on the current list needing immediate repair be contacted out.

## **FISCAL IMPACT**

Subject to Council approval, the work described herein will be paid for from Fund 112 only. There would be no impact to the General Fund.

There is \$587,615 available in Fund 112.

## **RECOMMENDATION(S)**

1. Authorize staff to coordinate with Butte County for the chip sealing only or chip sealing and fog sealing of Nelson Avenue and Table Mountain Boulevard under the authority of the Mutual Aid Agreement to Provide Road Maintenance Services..
2. Authorize staff to issue a Request for Bids to complete pre-seal road repairs. (Note: The goal of this task would be to repair roads scheduled for sealing this year and the next 2 years. Because the number of roads that may be chip sealed by the County over the next 2 years is unknown, the road repair work completed this season would be limited to about \$250,000)
3. Authorize staff to issue a Request for Bids to complete the re-striping work for Nelson Avenue and Table Mountain Boulevard.
4. Authorize staff to explore the option of piggy backing a low bidder Slurry Seal Contract for Nelson Avenue from a slurry seal bid opening conducted by Butte County on April 15, 2014. Staff recommends a cape seal for Nelson Avenue, which would require a slurry seal after the County chip seal (no County fog seal).

## **ATTACHMENTS**

- A – 2011 Road Treatment List and Costs – Prevailing Wage
- B – Road Treatment List and Costs – Using Mutual Aid Agreement

**CITY OF OROVILLE  
2011 ROAD CANDIDATE LIST**

Road	From	To	Length	Width	Yards	PCI	Original Treatment Remedy	Surfacing Cost @ \$3.00/SY	Dig Outs SF	Dig Outs @ \$2.75/SF	Striping	Estimated Cost
1	6th Ave	Nelson	End	1300	26	3756	45	Cape Seal	\$11,267	680	\$1,870	\$13,137
2	Brentwood Way	Meadow View Dr.	Northview Dr.	510	36	2040	51	Cape Seal	\$6,120	0	\$0	\$6,120
3	Brookdale Dr	Foothill Blvd	Oro Garden Ranch	2700	24	7200	71	Single Chip Seal	\$21,600	7,175	\$19,731	\$41,331
4	Feather River Blvd.	Safford	Montgomery	385	53	2267	45	Single Chip Seal	\$6,802	7,423	\$20,413	\$27,215
	Feather River Blvd.	High	Pomona	320	45	1600	74	Single Chip Seal	\$4,800	\$0	\$0	\$4,800
	Feather River Blvd.	Pomona	Mitchell	320	48	1707	74	Single Chip Seal	\$5,120	\$0	\$0	\$5,120
	Feather River Blvd.	Mitchell	Oro Dam	430	48	2293	76	Single Chip Seal	\$6,880	\$0	\$0	\$6,880
5	Foothill Blvd	Olive Hwy	Oro Quincy	3175	32	11289	46	Cape Seal	\$33,867	10,852	\$29,843	\$63,710
6	Glen Ave	Hilldale Ave	Foothill Blvd	2400	21	5600	34	Cape Seal	\$16,800	3,120	\$8,580	\$25,380
7	Glen Drive	Southview Dr.	City Limits	505	26	1459	76	Cape Seal	\$4,377	408	\$1,122	\$5,499
8	Grant Ave.	Pine St.	Lincoln St.	900	36	3600	66	Cape Seal	\$10,800	3,567	\$9,809	\$20,609
9	Hilldale	Foothill Blvd	Morningside Dr	675	26	1950	24	Cape Seal	\$5,850	3,482	\$9,576	\$15,426
	Hilldale	Morningside Dr	Glen Ave/City Limits	1825	24	4867	37	Cape seal	\$14,600	3,482	\$9,576	\$24,176
10	Meadowview Dr.	Southview Dr.	Brentwood Way	795	36	3180	49	Cape seal	\$9,540	1,429	\$3,930	\$13,470
	Meadowview Dr.	Oro Quincy Hwy	Southview Dr.	310	36	1240	51	Cape seal	\$3,720	\$0	\$0	\$3,720
	Meadowview Dr.	Bowling Dr.	Glen Dr.	1530	36	6120	53	Cape seal	\$18,360	\$0	\$0	\$18,360
11	Montgomery St.	Norton	Linden	680	45	3400	84	Single Chip Seal	\$10,200	2,131	\$5,860	\$16,060
	Montgomery St.	Linden	Brereton Way	430	51	2437	86	Single Chip Seal	\$7,310	\$0	\$0	\$7,310
	Montgomery St.	Bird	Norton	500	36	2000	91	Single Chip Seal	\$6,000	\$0	\$0	\$6,000
12	Morningside Dr	Hilldale Ave	Glen Ave	1700	32	6044	30	Cape Seal	\$18,133	1,684	\$4,631	\$22,764
13	Nelson Ave.	Course Gold R.	4th	3875	28	12056	60	Cape Seal	\$36,167	29,057	\$79,907	\$116,073
	Nelson Ave.	City Limits	Gang Way	1870	28	5818	61	Cape Seal	\$17,453	\$0	\$0	\$17,453
	Nelson Ave.	4th	3rd	380	55	2322	73	Cape Seal	\$6,967	\$0	\$0	\$6,967
	Nelson Ave.	Gang Way	Course Gold R.	135	28	420	95	Cape Seal	\$1,260	\$0	\$0	\$1,260
14	Northview Dr.	Westwood Way	Bowling Dr.	300	36	1200	36	Cape Seal	\$3,600	0	\$0	\$3,600
	Northview Dr.	End	Westwood Way	150	36	600	46	Cape Seal	\$1,800	0	\$0	\$1,800
	Northview Dr.	Bowling Dr.	Meadow View Dr.	750	36	3000	53	Cape Seal	\$9,000	0	\$0	\$9,000
15	Oak Ave.	Oro Quincy Hwy	Pine Oaks	1066	21	2487	78	Single Chip Seal	\$7,462	2,898	\$7,970	\$15,432

**CITY OF OROVILLE  
2011 ROAD CANDIDATE LIST**

Road	From	To	Length	Width	Yards	PCI	Original Treatment Remedy	Surfacing Cost @ \$3.00/SY	Dig Outs SF	Dig Outs @ \$2.75/SF	Striping	Estimated Cost
16 Oro Quincy Hwy	Arbol	Serra Monte Dr.	520	31	1791	58	Single Chip Seal	\$5,373	32,331	\$88,910		\$94,284
Oro Quincy Hwy	Myrtle Dr.	Linda Loma	770	32	2738	62	Single Chip Seal	\$8,213		\$0		\$8,213
Oro Quincy Hwy	Myrtle Dr.	Casa Loma	355	32	1262	63	Single Chip Seal	\$3,787		\$0		\$3,787
Oro Quincy Hwy	Oak Av.	Woodcrest	200	31	689	63	Single Chip Seal	\$2,067		\$0		\$2,067
Oro Quincy Hwy	Woodcrest	Arbol	555	31	1912	72	Single Chip Seal	\$5,735		\$0		\$5,735
Oro Quincy Hwy	Foothill Blvd	Myrtle Dr.	2750	32	9778	74	Single Chip Seal	\$29,333		\$0		\$29,333
Oro Quincy Hwy	Serra Monte Dr.	City Limits	240	31	827	77	Single Chip Seal	\$2,480		\$0		\$2,480
Oro Quincy Hwy	Linda Loma	Myrtle Dr.	210	32	747	80	Single Chip Seal	\$2,240		\$0		\$2,240
Oro Quincy Hwy	Casa Loma	Oak Av.	120	32	427	83	Single Chip Seal	\$1,280		\$0		\$1,280
Oro Quincy Hwy	Foothill Blvd	Roble Ave.	640	32	2276	93	Single Chip Seal	\$6,827		\$0		\$6,827
17 Roble Ave	Foothill Blvd	Oro Quincy Hwy	450	22	1100	8	Cape Seal	\$3,300	2,181	\$5,998		\$9,298
18 South 5th	Georgia Pacific	Georgia Pacific	1065	46	5443	67	Cape Seal	\$16,330	32,728	\$90,002		\$106,332
South 5th	Georgia Pacific	Georgia Pacific	640	38	2702	71	Cape Seal	\$8,107		\$0		\$8,107
South 5th	Georgia Pacific	Simpco Ln.	950	28	2956	75	Cape Seal	\$8,867		\$0		\$8,867
South 5th	Simpco Ln.	Rainys Way	1735	30	5783	76	Cape Seal	\$17,350		\$0		\$17,350
19 Southview Dr.	Meadow View Dr.	Glen Dr.	1840	36	7360	44	Cape Seal	\$22,080	344	\$946		\$23,026
20 Table Mtn. Blvd.	Bridge	City Limits	2535	32	9013	65	Cape Seal	\$27,040	10,084	\$27,731		\$54,771
Table Mtn. Blvd.	County Center Dr.	Bridge	195	33	715	67	Cape Seal	\$2,145		\$0		\$2,145
21 Washington Ave	Bird	Bridge	200	35	778		Single Chip		2,089	\$5,745		\$5,745
22 Westwood Pl.	Southview Dr.	End	549	36	2196	40	Cape Seal	\$6,588	612	\$1,683		\$8,271
23 Westwood Way	Southview Dr.	Northview Dr.	1080	36	4320	46	Cape Seal	\$12,960	180	\$495		\$13,455
		<b>Feet</b>	<b>47,515</b>		<b>166,763</b>			<b>\$497,955</b>		<b>\$434,327</b>	<b>\$75,000</b>	<b>\$1,007,282</b>
		<b>Miles</b>	<b>9.0</b>									

**CITY OF OROVILLE  
2011 ROAD LIST - MUTUAL AID COST SUMMARY**

Year Plan Comp	Road	From	To	Length	Avg. Width	Yards	Treatment Type	City Direct Cost Estimates						Services Contracted Through Butte County						Cost Totals			
								Sweeping (Hrs)	# Utility Covers	Utility Cover Prep (Hrs)	Utility Cover Removal (Hrs)	Surface Repair (SR)		Striping and Markings	Traffic Control			County Chip Seal & Fog @ \$1.95/SY	County Chip Seal Only @ \$1.75/SY	Outside Slurry Seal for Cape & \$1.50/SY	City Direct	To Butte County & Bid Costs	Project Total
												SR (SF)	Cost @ \$1.30/SF		# TC Required	TC Cost - Chip	TC Cost - Fog						
	6th St	Nelson	End	1300	26	3756	Single Chip		2	1	1	680	\$884	\$1,196	5	\$230	\$230	\$7,323			\$2,150	\$460	\$2,610
	Brentwood Way	Meadowview Dr.	Northview Dr.	510	36	2201	Single Chip		1	0.5	0.5	0	\$0	\$259	3	\$138	\$138	\$4,292			\$294	\$276	\$570
	Brookdale Dr	Foothill Blvd	Oro Garden Ranch	2700	26	7800	Single Chip		9	4.5	4.5	7,175	\$9,328	\$3,079	6	\$276	\$276	\$15,210			\$12,722	\$552	\$13,274
	Feather River Blvd.	Safford	Montgomery	400	50	2222	Single Chip		3	1.5	1.5	2,193	\$2,851	\$719	3	\$138	\$138	\$4,333			\$3,675	\$276	\$3,951
	Feather River Blvd.	Montgomery	Oro Dam	4000	45	20000	Single Chip		25	12.5	12.5	5,230	\$6,799	\$7,113	8	\$368	\$368	\$39,000			\$14,787	\$736	\$15,523
	Foothill Blvd	Olive Hwy	Oro Quincy	3175	29	10231	Cape Seal		14	7	7	10,852	\$14,108	\$8,048	7	\$644	\$644		\$17,903	\$15,346	\$22,646	\$34,537	\$57,183
	Glen Ave	Hilldale Ave	Foothill Blvd	2400	20	5333	Single Chip		7	3.5	3.5	3,120	\$4,056	\$450	6	\$276	\$276	\$10,400			\$4,751	\$552	\$5,303
	Glen Drive	Southview Dr.	City Limits	505	26	1459	Single Chip		2	1	1	408	\$530	\$424	4	\$184	\$184	\$2,845			\$1,024	\$368	\$1,392
	Grant Ave.	Pine St.	Lincoln St.	900	36	3600	Single Chip		4	2	2	3,567	\$4,637	\$229	3	\$138	\$138	\$7,020			\$5,006	\$276	\$5,282
	Hilldale	Foothill Blvd	Glen Ave	2500	25	6944	Cape Seal		3	1.5	1.5	3,482	\$4,527	\$6,232	6	\$276	\$276	\$13,542			\$10,864	\$552	\$11,416
	Meadowview Dr.	Oro Quincy Hwy	Glen Dr.	2750	36	11000	Single Chip		28	14	14	1,429	\$1,858	\$2,188	6	\$276	\$276	\$21,450			\$5,026	\$552	\$5,578
	Montgomery St.	Bird	Brereton Way	1700	45	8500	Single Chip		3	1.5	1.5	2,131	\$2,770	\$3,975	8	\$368	\$368	\$16,575			\$6,850	\$736	\$7,586
	Morningside Dr	Hilldale Ave	Glen Ave	1800	32	6400	Single Chip		4	2	2	1,684	\$2,189	\$404	4	\$184	\$184	\$12,480			\$2,733	\$368	\$3,101
2014	Nelson Ave.	City Limits	4th	6260	31	21562	Cape Seal	8	23	40	40	29,057	\$37,774	\$14,388	10	\$1,380	\$1,380		\$37,734	\$32,343	\$55,242	\$72,837	\$128,079
	Northview Dr.	Meadowview Dr.	End	1200	36	4800	Single Chip		9	4.5	4.5	0	\$0	\$128	8	\$368	\$368	\$9,360			\$443	\$736	\$1,179
	Oak Ave.	Oro Quincy Hwy	Pine Oaks	1066	21	2487	Single Chip		0	0	0	2,898	\$3,767	\$1,054	3	\$138	\$138	\$4,850			\$4,821	\$276	\$5,097
	Oro Quincy Hwy	Foothill Blvd	City Limits	6360	31	21907	Single Chip		5	2.5	2.5	32,331	\$42,030	\$14,527	12	\$1,656	\$1,656	\$42,718			\$56,732	\$3,312	\$60,044
	Roble Ave	Foothill Blvd	Oro Quincy Hwy	450	22	1100	Single Chip		3	1.5	1.5	2,181	\$2,835	\$211	3	\$138	\$138	\$2,145			\$3,151	\$276	\$3,427
	South 5th	Georgia Pacific	Dry Creek Bridge	4390	44	21462	Single Chip		27	13.5	13.5	32,728	\$42,546	\$12,791	6	\$828	\$828	\$41,851			\$56,282	\$1,656	\$57,938
	Southview Dr.	Meadow View Dr.	Glen Dr.	2000	36	8000	Single Chip		15	7.5	7.5	344	\$447	\$245		\$0	\$0	\$15,600			\$1,217	\$0	\$1,217
2014	Table Mtn. Blvd.	County Center Dr.	City Limits	2500	32	8889	Single Chip	8	1	12	12	10,084	\$13,109	\$6,037	6	\$414	\$414	\$17,333			\$20,266	\$828	\$21,094
	Washington Ave	Bird	Bridge	200	35	778	Single Chip		0	0	0	2,089	\$2,716	\$864	5	\$230	\$230	\$1,517			\$3,580	\$460	\$4,040
	Westwood Pl.	Southview Dr.	End	549	36	2196	Single Chip		1	0.5	0.5	612	\$796	\$117	8	\$368	\$368	\$4,282			\$948	\$736	\$1,684
	Westwood Way	Southview Dr.	Northview Dr.	1080	36	4320	Single Chip		4	2	2	180	\$234	\$500	8	\$368	\$368	\$8,424			\$874	\$736	\$1,610
			Feet	50,695.00		186,947																	
			Miles	9.6																			
			<b>Total Est 2014</b>																				\$149,174
			<b>Total Estimate List</b>																				\$415,569

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: LEGISLATIVE GUIDING PRINCIPLES AND PRIORITIES**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider establishing a legislative guiding principle and priority policy to allow City Administration to respond quickly to support or oppose legislative actions that impact the City of Oroville.

**DISCUSSION**

The Legislative Guiding Principles and Priorities policy represent a framework for organizing the City's legislative interests at the federal, state, and regional levels. By establishing key legislative guiding principles and priorities, the Council will create the foundation of the City's advocacy efforts to support or oppose legislative actions that impact the City of Oroville.

By utilizing the framework created in the Legislative Guiding Principles and Priorities policy, would be able to quickly provide letters, and/or other communications, related to the interests at the federal, state, and regional levels through the City Administration and Senior Management personnel

**FISCAL IMPACT**

No impact to the General Fund at this time.

**RECOMMENDATION**

Direct staff to work with an ad-hoc committee to establish a legislative guiding principle and priority policy to allow City Administration to respond quickly to support or oppose legislative actions that impact the City of Oroville.

**ATTACHMENTS**

Draft Legislative Guiding Principles and Priorities

CC-13



# City of Oroville

## LEGISLATIVE GUIDING PRINCIPLES & PRIORITIES

## Top Legislative Guiding Principles

The Legislative Guiding Principles and Priorities represent a framework for organizing the City's legislative interests at the federal, state, and regional levels. The following key legislative guiding principles form the foundation of the City's advocacy efforts:

- **Protect Local Control**

The City values its ability and authority to exercise local control, enable excellent public services and protect and enhance the quality of life for Oroville residents and businesses, and supports efforts to streamline regulations that simplify the job of running the City and opposes efforts that erode the City's authority to control its own affairs.

- **Ensure Competitiveness Through Strategic Economic Development**

The City embraces efforts to obtain funding for economic development, including planning and implementation of regional transportation; economic stimulus programs; jobs legislation; and small business entrepreneurship training and assistance.

- **Promote Investment in Transportation, and Infrastructure Maintenance and Rehabilitation**

The City supports legislation and policies that promote investing in the maintenance and rehabilitation of aging infrastructure and building new system capacity to support smart growth principles.

- **Keep Oroville Safe**

The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, youth violence prevention initiatives, and community efforts.

- **Protect and Increase Local Funding; No Unfunded Mandates**

The City supports legislation that aids recovery of City costs stemming from state and federal mandates.

- **Pursue or retain federal and state funding for key efforts**

The City continues to vigorously pursue federal and State funding for key efforts and activities, and actively seeks to retain any such funding previously allocated for those purposes.

- **Pursue efforts to create new financing tools to support and build affordable housing**

The City remains firmly committed to the production of high quality, affordable housing for a range of income levels and target populations such as families, seniors and those with special needs.

- **Promote Environmental Sustainability and Smart Growth Development**

The City values policies that promote sustainable development; improve environmental standards and the regulatory process; provide incentives and financial support for preservation of natural resources; expand sustainable energy policies; and are consistent with the City's Climate Action Plan.

## ***2013 Legislative Priorities***

### **Community and Economic Development**

- **Economic Stimulus Programs:** Support State and federal efforts and legislation that fund economic stimulus programs; jobs legislation; and financially supports small business entrepreneurship training and assistance. Support legislation that replaces redevelopment with policies to stimulate economic development, which might include lower thresholds for bonds and other incentives.
- **New Business Attraction:** Support efforts to attract new business to the State that are revenue neutral to local governments and do not impact the limited revenues cities receive.
- **Prop 39 Funding:** Support broadening the implementation of Proposition 39 to direct funding towards an array of diverse projects, including energy efficiency projects for cities, for maximum impact to the state and the clean tech industry.
- **Immigration Reform:** Support immigration reform that includes an increase in the cap for H-1B visas, which allow employers to hire foreign workers for jobs that require advanced technical skills (National League of Cities Priority). The City also supports the continuation of the EB-5 Program.
- **Preservation of Local Land Use Authority:** Oppose legislation that would remove or limit local government land use authority.
- **Housing Elements:** Oppose legislation that penalizes local governments for noncompliance with their housing element requirements, since compliance is based on several factors, such as the economy, that are not within the control of local government.
- **Flexibility in Meeting the Regional Housing Needs Assessment:** Support legislation that provides flexibility in meeting the Regional Housing Needs Assessment (RHNA) requirements that are mandated by State Housing Law as part of the periodic process of updating the housing element in the General Plan.
- **Affordable Housing:** Support new financing tools for local government to support and build affordable housing and legislation that provides for the creation of a long-term funding source dedicated to financing affordable housing.
- **Sustainable Development:** Support legislation that provides financial and technical support to local government in implementing sustainable development practices such as transit-friendly development, green building, consideration of existing and future development impacted by sea level rise, and other sustainable practices such as greening the code and support for the Climate Action Plan.
- **Sustainable Communities:** Support legislation that provides communities with financial support to promote “active living” and a healthier lifestyle, which may involve repurposing existing land, developing new infrastructure and streets featuring sidewalks, bike routes, safe crossings, and utilizing design features that invite activity and creating targeted community education campaigns.
- **CEQA Reform:** Support legislation which streamlines CEQA review and requirements.

## **Transportation and Infrastructure**

- **Lower Threshold for Approval of Transportation Sales Taxes:** Support a constitutional amendment to lower the threshold for approval of sales and use taxes for transportation purposes. Currently, such taxes must be approved by two-thirds of the voters. The City supports lowering the requirement to either 55% (the same requirement for schools) or to a simple majority.
- **Economic Stimulus for Infrastructure Projects:** Support State and federal legislation to provide funds for local government infrastructure projects.
- **Fuel Tax Increase:** Support fuel tax indexing or an increase to provide additional funding for local street projects, especially maintenance.
- **NEPA Streamlining:** Support legislation that would streamline the NEPA process for federally funded local bridge and road projects to avoid having Caltrans and FHWA revalidate the project's NEPA document at each major federal approval.
- **Peak Congestion:** Support legislation to provide funding to help mitigate the traffic impacts of projects that create peak period congestion.
- **Preservation of Eminent Domain for Infrastructure:** Oppose legislation that reduces the City's condemnation authority regarding acquisition of properties required for public projects.
- **State Funding for Grade Separations:** Support legislation to clarify that the railroads' required contribution shall be a minimum of 10% of the estimated project cost.
- **Quiet Zones:** Support legislation that provides funding for quiet zone improvements or allows existing funding sources that pay for other transportation improvements to also be used for quiet zones.
- **Preservation of Charter City Authority:** Oppose legislation that would remove or limit local authority related to provisions in City charter regarding required use of prevailing wage on all construction projects.
- **Metal Theft:** In partnership with other local agencies, continue to support legislation that strengthens penalties against: 1) offenders who steal metal; and 2) scrap metal dealers that purchase stolen material.

## **Public Safety**

- **Realignment Resources:** Support efforts to provide funding to cities to mitigate the policing impacts of realignment.
- **Emergency Preparedness Resources:** Support legislation to provide resources for emergency planning, training, exercises, and equipment for emergency workers.
- **Safe Schools:** Support legislation that provides funding for school safety programs.
- **COPS Funding:** Support funding for the Citizens' Option for Public Safety (COPS) program, which helps pay for police officer salaries and benefits.
- **Fire Protection in Schools:** Support requiring the installation of automatic fire sprinkler systems in new and remodeled schools.

- **Fire Service Funding:** Support funding for disaster preparedness and training, including the Staffing for Adequate Fire and Emergency Response (SAFER) program, which helps pay for firefighter salaries and benefits, and funding for the Metropolitan Medical Response System (MMRS).
- **Interoperability:** Support funding for interoperability initiatives to better facilitate coordinated and effective emergency response by police, fire, EMS, and non-public safety departments in cities and across regional jurisdictions.

### **Community and Human Services**

- **Playground Safety Guidelines:** Support legislation that protects cities from liability for use of playgrounds and supports ensuring that all new safety mandates come with associated funding to help cities comply with the guidelines.
- **CalWORKS:** Oppose any reductions in the CalWORKS program, including reductions in the time beneficiaries are allowed to receive welfare benefits.
- **Children and Youth:** Support legislation that:
  - Provides funding for programs, such as Proposition 49 and Proposition 10, which provide early intervention for infant, toddlers and school age children.
  - Provides funding for youth development programs that promote civic engagement and reduce delinquency through conflict resolution and gang resistance programs with vocational training and employment opportunities.
  - Supports State efforts to reinstate funding for Stage 3 childcare, which continues to provide some child care support to families who are recently employed and no longer receiving welfare benefits.
- **Community Development Block Grant Funding (CDBG):** Oppose any reductions to formula funding for the Community Development Block Grant Program.
- **Economic Self-sufficiency:** The City supports funding for family economic self-sufficiency programs such as money management classes, Individual Development Accounts (IDAs), peer lending circles; and the Volunteer Income Tax Assistance (VITA) program, which helps low-income individuals file their tax returns and qualify for the various credits and deductions available to them. The City supports funding for programs that integrate or “bundle” financial and workforce development services, creating effective pathways to economic opportunity for lower income families.
- **Family Resource Centers:** Support funding for family resource centers, which provide comprehensive integrated programs to improve the quality of life and strengthen individuals, teens, and families through services and activities.
- **Homelessness:** Support legislative efforts that allocate any future Homeless Emergency and Rapid Transition to Housing Act (HEARTH) funding directly to local municipal and county jurisdictions.
- **Medi-Cal Access and Health Care Funding:** Support legislation that eases access to Medi-Cal so that more needy people can qualify for and receive the benefit; expands funding for health care for low-income and/or medically indigent individuals; expands federal

support for Medi-Cal reimbursement programs such as Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM); Supports efforts to comply with health care reform legislation, and statewide implementation of the California Health Benefit Exchange.

- **Mental Health:** Support legislation that provides funding for community education about the value of early intervention and treatment for mental disorders, including substance abuse; and enforces regulations requiring that health insurance policies treat addiction and mental illness on the same level as other illnesses.
- **Nutrition and Wellness:** Oppose any cuts to the CalFresh Program, formerly known as Food Stamps and federally known as the Supplemental Nutrition Assistance Program (SNAP), and supports all efforts to increase participation in this federal nutrition program that provides food for families in need, and provides increased tax revenue for the local community.
- **Senior Services:** Oppose funding cuts for community-based programs that serve seniors, and supports cost-of-living adjustments for Social Security and other entitlement programs.
- **Special Populations:** Oppose providing funding for affordable housing and other supportive services for special populations such as people living with AIDS or other disabilities and the mentally ill.

## **Environment**

- **Climate Protection:** Support legislation and policies that assist local government in meeting or exceeding locally established goals of reducing global warming pollution levels to 25% below the 2005 levels by 2020, provided that cities maintain autonomy and discretion over whether to implement, including reducing dependence on fossil fuels, developing alternative energy resources, and developing fuel-efficient technologies.
- **Landfill:** Support legislation that supports the development of alternative technologies such as anaerobic digestion or mixed waste processing that result in waste diversion from landfills.
- **Litter Control and Abatement:** Support legislation to address litter control and abatement problems in California.
- **Recycling:** Support continuation of the existing California Integrated Waste Management Act (AB 939) waste diversion requirements and the new state goal of 75% diversion by 2020 (AB 341) as well as programs that help cities go beyond the 75% diversion goal. The City also supports diversion measurement and reporting improvements that do not adversely impact the assessment of compliance efforts made by local jurisdictions.
- **Producer Responsibility:** Support State and Federal legislation that encourages manufacturers to assume responsibility for the costs of collecting, processing, recycling, or disposing of products at end-of-life.
- **Recycled Product Market Development:** The City supports legislation that encourages manufacturers to include post-consumer recycled material in their products and encourages state and local government agencies and school districts to use less toxic and recycled content products.

- **Solid Waste:** Oppose legislation that preempts local planning decisions regarding solid waste facility sites, preempts local solid waste and AB 939 fee setting authority, or imposes taxes or fees on local solid waste programs to fund State programs not directly related to solid waste management.
- **Stormwater Program Funding:** Support legislation that would make it easier for cities to fund and comply with new and increasingly stringent storm water quality permit requirements.

### **Revenue, Taxation and Telecommunications**

- **Lower Threshold for Local Taxes:** Support a constitutional amendment to lower the threshold for approval of local taxes to either 55% (the same requirement schools now face) or to a simple majority, especially to encourage economic and local development as well as to meet public safety needs.
- **Tax Exempt Status of Municipal Bonds:** Oppose legislation that eliminates or places a cap on tax-exempt municipal bonds (National League of Cities Priority).
- **Online Sales Tax (Marketplace Fairness Act):** Support legislation that would allow states the flexibility to collect taxes already owed to them (National League of Cities Priority).
- **Equitable Allocation:** Support legislation that provides stable dedicated revenue to support all City responsibilities, and establishes a more equitable distribution of locally generated taxes (property, sales, etc.).
- **Fiscal Reform:** Oppose continued State efforts to find ways to divert local revenues and encourages the State to find other ways to balance its budget. Oppose legislation that would limit the City's ability to rearrange finances based on the need at hand.
- **Flexibility in Use of Funds:** Support legislation that lifts restrictions on restricted funds to provide the highest levels of discretion to elected representatives to manage the financial affairs of their jurisdictions.
- **Community Access Preservation Act:** Support legislation that preserves public, educational and governmental (PEG )channels and funding for PEG channels from cable and video providers and that changes the existing law to remove the distinction between "capital" and "operating" for use of PEG fees.

### **Administration and Employee Relations**

- **All-mail Ballot Elections:** Allow cities to conduct all-mail ballot elections, particularly for stand-alone local elections. Such elections will help local governments save dwindling financial resources.
- **Mandated Employee Benefits:** Oppose legislation mandating local employee benefits because such benefits can impose financial costs and administrative burdens on local governments. Decisions about employees' health and retirement benefits should be made at the local level, through the collective bargaining process, not mandated by the State.

- **Retiree Medical:** Oppose any legislation that would make participation in any program to pre-fund other post-employment benefit (OPEB) obligations mandatory. However, the City does support legislation that expands the universe of employee self-funded medical benefits on a tax-advantaged basis under State law in coordination with programs and funding mechanisms developed under federal law.
- **Mandatory Social Security Coverage:** Oppose mandatory Social Security coverage.
- **Social Security and Local Government Pensions:** Support modifying legislation so that City employees are not penalized for work performed in addition to their local government service.
- **Workers' Compensation:** Oppose any new or additional workers' compensation benefits and supports legislation to further reform the system and lower employer costs. As one example, the City opposes legislation to extend the leave of absence at full salary, tax free, from the current one year to which public safety employees who are totally temporarily disabled by injury or illness on the job are entitled (Labor Code Section 4850).
- **Build-out of Facilities:** Support legislation that provides a reasonable timeframe for deployment of telecommunications services by providers that includes a clear plan for sequencing of the build-out of facilities within an entire franchise area.
- **Municipal Broadband Networks:** Preserve local authority to deploy and operate municipal broadband networks, through either public-private partnerships or systems wholly owned by the municipality.
- **Use of Public Rights-of-way:** Support local ability to regulate use of public rights-of-way.

**FY 2014/2015 MAJOR FUNDING PRIORITIES - INFRASTRUCTURE NEEDS**

1. Project: Current shortfall: \$ million
2. Project: Current shortfall: \$ million
3. Project: Current shortfall: \$ million

**OTHER FUNDING PRIORITIES – INFRASTRUCTURE NEEDS**

1. Project: Current shortfall: \$ million
2. Project: Current shortfall: \$ million
3. Project: Current shortfall: \$ million
4. Project: Current shortfall: \$ million

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
BOB MARCINIAK, PROGRAM SPECIALIST (530) 538-2518  
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: STATE THEATRE REQUEST FOR PROPOSALS UPDATE**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council will receive an update on the Request for Proposals (RFP) relating to the operations and management of the historic Oroville State Theatre.

**DISCUSSION**

On January 21, 2014 the City issued an RFP for the operations and management of the historic Oroville State Theatre. The due date for all proposals was originally March 7, 2014, and it was later extended to March 28, 2014 at 4:00 p.m. The City received two proposals, one from Celia Hirschman and one from the State Theatre Arts Guild , Inc. (S.T.A.G.E), both which were considered to be non-responsive upon review by City staff.

The RFP specifically stated that the City would evaluate proposals in the context of four primary goals:

1. To secure a financially stable tenant that will effectively manage, operate and maintain the Theatre.
2. The selected tenant will use the facility to support and foster the presentation of artistic and/or cultural activities in the greater Oroville area.
3. The selected tenant will assist in the economic development of the Historic Downtown by providing programs that attract and sustain audiences.
4. The selected tenant will agree to work with current long term users of the Theatre, such as the Oroville Concert Association, S.T.A.G.E., Oroville High School District, Northwest Linemen's College, and others, encompassing these users within the annual calendar.

CG-14

In summary, the proposal submitted by Ms. Hirshman did not satisfy any of the primary goals listed above but requests to be hired to manage the Theatre rather than lease the Theatre from the City and assume full management responsibility.

The proposal submitted by S.T.A.G.E. does not satisfy goals #1 or #3 as listed above. This proposal relies heavily on volunteers rather than on a paid full-time manager, and requests a large number of concessions and financial contributions by the City which are not feasible.

On April 14, 2014, the City's Executive Committee reviewed the submitted proposals and has sent a recommendation to the City Council to reject both proposals.

### **FISCAL IMPACT**

Definite fiscal impacts are unknown at this time.

### **RECOMMENDATION**

Reject all proposals and direct staff to:

- 1) Continue to operate the State Theatre at a loss;

Or

- 2) Increase the rental fee for the State Theatre;
- 3) Continue seeking long-term management, operations and maintenance through tenant occupancy;
- 4) Establish the City's Museum and Cultural Facilities Foundation and establish a Board of Directors to help seek a long term solution and charitable donation; and
- 5) Continue seeking grant funding.

Or

- 6) Direct staff as necessary.

### **ATTACHMENTS**

A – Ms. Hirshman's Proposal

B - S.T.A.G.E.'s Proposal

March 28, 2014

Don Rust  
Director of Community Development  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Dear Mr. Rust:

Thank you for the opportunity to respond to this RFP. I understand that the City would like an entity to invest sizeable resources in managing, operating and maintaining the State Theater & Performing Arts Center. If the City of Oroville was able to attract such an investor, I would be in support of that outcome. I am not in a position to assume financial responsibility as indicated in the City's RFP. However, I would like to propose that the City consider an alternative approach: Hiring a professional with a proven track record and an extensive background in entertainment to accurately assess the best growth opportunities and implement them.

I bring special skills to the table with a vision of making the State Theater financially viable and profitable. I've managed many kind of companies over the last 3 decades across America; large & small, not-for-profits and commercial endeavors. I'm a professional promoter and business consultant. As well as founding two profitable consulting companies, I was also the General Manager for Palm Pictures (Chris Blackwell's record label - Chris forged the careers of Bob Marley & U2), One Little Indian (Bjork's record label) as well as the Head of Marketing for Mercury Records and Executive Director of Marketing for A&M Records. All of these experiences inform my understanding of what the public is looking for. I have always worked well with the media and have built my career on market vision and market development.

The RFP requested a ten-to-twenty year business plan for the Theater. To properly gauge the potential of that period, we must be realistic about where the Theater is today. While the Theater has been open for decades, attracting dynamic talent to Oroville requires a consistent history of strong management, brisk ticket sales, competitive pricing and good merchandising sales.

In 2009, PIC managed the Theater, leaving the City with no financial information until 2011. In early 2011, the City took over management and showed \$14K in income for the year, but accounted for no expenses.

State Theater	2012	2013
Income	\$26K	\$21K
Expenses	\$34K	\$32K
Loss	(\$ 7K)	(\$11K)

Over 2012 and 2013, the State Theater was rented on a daily rental rate of \$400 per day. While the City may show an -\$18K loss in two years, the opportunity cost losses are actually much greater. Not included in these figures are any audience attendance numbers, ticket sale numbers, concession stand sales, sponsorship dollars collected, or other traditional income-generating history. Whatever income was generated in 2012 and 2013 outside daily rental rates, it went 100% to the Event Promoters.

Add to this problem, the \$400 daily rental fee did not accurately reflect the true cost of renting the Theater for one day. It didn't include the expense of dark days at the theater, insurance costs, outside repairs, wear and tear on equipment and seating, janitorial, ticket printing, marketing or promotion. The only expenses calculated were electric, gas, water & garbage, staff time and direct purchases. If one considered the missing costs, the daily rate would have been significantly higher. Currently, the business model is more akin to a community rental hall by a City with deep pockets. I believe it needs to be managed as a developing public asset.

Without an accurate understanding of the true costs of running the theater, a proper fee schedule with percentage splits, merchandising commissions, sponsorship splits, and fee waivers cannot be accurately assessed. Cost accounting measures would be implemented to properly assess the most effective way to build financial reliability and grow our assets.

Then, with a couple of years of proven strong business management, as well as significant investment in developing the market with marketing & promotion, the State Theater & Performing Arts Center will attract significant game-changing entertainment from booking agents and the hospitality trade. And with that kind of action, downtown Oroville can become the destination location it deserves to be.

### **So what would I do differently?**

There are many more ways to generate income and build a sustainable business with The State Theater.

I would begin by shifting the operations of The State Theater & Performing Arts Center. I would create a fact-based menu of booking fees, based on revenue participation at the box office, in ticket sales, merchandising, and sponsorship. Separate splits for profit and non-profit organizations. Each event would have its own marketing and promotion plan. Add a separate in-house booking rate schedule, again for profit and non-profit events. Develop the concession stand to be a

destination for all kinds of **Butte County brands, including the State Theater, as well as special merchandising for each of the events.** Every booking at The State should include concession stand merchandise as merchandise is an important revenue generator for both the Event Promoter and the State Theater. Both groups will participate in the revenue generation of event merchandising sold. Events without merchandising will pay a higher usage price at the State Theater since we cannot participate in that income stream. Merchandise sales will always be managed by in-house personnel but we would welcome assistance from the Event Promoter. Each event will have its own fee schedule at signing and reconciliation sheet at close.

In addition to shifting the way the State Theater interacts with Event Promoters, we will also actively seek ways to further generate income for the theater, ie: creating value-added ticket events, broader subscription services, selling naming rights opportunities, select-select purchase, soliciting sponsorship and underwriting, marketing & promotion services and website visibility will all add to the bottom line of generating income for the State Theater.

I would also shift the perception of the State Theater. All advertising would require a consistent logo approach (both from Event Promoters and in house advertising). I would build a marketing plan around the Theater and its rich history. And attractive merchandising specific to the State Theater would be created to help advertise our beautiful Performing Arts Center. Our website, Facebook page and front windows would reflect this vision. Every month, the State Theater would publish its own monthly calendar, financed by advertising from the local community. The calendar would be available in stores and at the theater, and would encourage theater-goers to visit local stores and restaurants, before and after performances.

Our community has been loyal to the State Theater and that commitment would continue with new management. Most particularly, the Oroville Concert Association, S.T.A.G.E., Bird Cage Theater, Oroville High School, Northwest Linemen's College and others will receive priority attention to their events. I would work with each of the non-profit and for-profit entities to market and promote each of their events, including for print, radio, television and the web. Lighting and sound personnel would be available for their use.

In addition, I would reach out to my contacts and related network throughout the talent & booking, hospitality and entertainment companies to build our profile with those industries to better serve our City.

Currently the building is viable for performances that require very little electric amplification, ie: mostly acoustic musicians. Films cannot be shown without special equipment rentals. Those two issues significantly limit the ability for the venue to generate sizeable income. My first major financial goal would be to solve the digital cinema dilemma. Second to augment the sound for electric music.

I would also expand the vision of bringing events to the State Theater to include:

Acoustic & Electronic Music  
 (Country, Jazz, Rock, Alternative,  
 Singer/Songwriter, World, Jam/Band)  
 Antique auctions  
 Appraisals  
 Award Shows  
 Board Meetings  
 Children's programming  
 Church Services  
 Circuses & Acrobatics  
 Comedy  
 Community Events  
 Conventions  
 Corporate Events  
 Dance  
 Demonstrations  
 Exhibitions  
 Fashion Shows  
 Film & Film Festivals  
 Fundraisers  
 Graduations  
 Holiday Programming  
 Informative Panels

International Events  
 Lectures  
 Magic Shows  
 Meetings  
 Musicals  
 Performance Art  
 Parties  
 Plays  
 Political Events  
 Recitals  
 School Events  
 Seminars  
 Symphony  
 Talent Shows  
 Theater  
 Town Hall Meetings  
 Wedding Ceremonies  
 Wine auctions

And anything else that makes sense

**I want The State Theater to become a major driver and a hub for Oroville. Every type of use should be considered, planned, marketed and promoted to see what would attract the 55,000 City dwellers and neighborhood communities.**

One of the *silver linings* to the current situation is the retail rental income in front of the theaters. If the City wants to manage those assets, that's fine. But the rental fee for these real estate properties should be part of the State Theater budget because the storefronts are part of the State Theater and its assets.

Currently only two storefronts are rented so we have not yet maximized our income potential in this area.

<b>Retail Rental Income</b>	<b>2012</b>	<b>2013</b>
	\$13,680	\$10,640

At square footage prices given, we should see a minimum of double that income for rentals since it's only valued at \$.50 a square foot. As the State Theater's

prominence grows, I am confident that as we will rent out all our storefront properties with far better rates.

I am willing to work full time to meet the outlined objectives and have the necessary management and real-world experience to succeed. What I require is an annual consulting fee of \$65K with a two-year minimum contract. I will also need a small budget to manage the day-to-day expenses of the theater, (phone, computer, printer, adding machine, desk), along with funds to hire as needed independent staff to handle lights, sound, tech, lobby sales, janitorial, advertising, marketing & merchandising. Liability insurance will need to be paid for as well as utilities. I estimate the incidentals budget at \$50K annually, but that could be reviewed quarterly to insure accuracy.

As we are able, but certainly in Year Two, we will have the solid history, financial figures, publicity, management infrastructure and regional interest to attract the stronger draws and bigger events. With this portfolio, I will use my personal contacts with LA/New York/SF booking agencies and entertainment companies to build our State Theater into a major entertainment destination.

I will report monthly to the City on the State Theater budgets, and will require City Staff approval on any expense greater than \$500.

The State Theater is a very important part of what makes Oroville so extraordinary. I want to see this beautiful venue be given its' due, adding to the significance of downtown life and offering the City an asset, not a liability. Change will not be easy, but as evidenced in the past, if nothing changes, nothing changes. Time that The State Theater and Performing Arts Center took center stage.

If the City is interested in discussing this further, I can provide references from clients and business associates to validate my experience.

I look forward to hearing your comments.

Best wishes,



Celia Hirschman  
PO Box 1225  
Oroville, CA 95965  
(530) 801-1875

**PROPOSAL TO THE CITY OF OROVILLE, CALIFORNIA**

**FOR**

**OPERATIONS AND MANAGEMENT**

**OF**

**THE HISTORIC OROVILLE  
STATE THEATRE  
Performing Arts Center**

**1489 Myers Street**

**Oroville, CA 95965**

**BY**

**STATE THEATER ARTS GUILD, INC.**

**501C.3**



**National Registry #91001383**

**MARCH 28, 2014**



**OPERATIONS AND MANAGEMENT OF THE  
HISTORIC OROVILLE STATE THEATRE  
PROPOSAL CERTIFICATION FORM**

**NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED  
FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID**

Issue Date	January 21, 2014
Issuing Agent	City of Oroville
RFP Due Date	<b>Friday, March 28, 2014 at 4:00 PM</b>
Qualifications Directed To	Donald Rust, Director of Community Development City of Oroville 1735 Montgomery Street Oroville, Ca 95965 Phone: (530 -538-2433) Email: <a href="mailto:rustdl@cityoforoville.org">rustdl@cityoforoville.org</a>
Number of Qualifications Copies	3 printed copies, 1 PDF version on a CD

In compliance with this Request for Proposal (RFP) and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed qualifications, or a mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in the Proposal are complete and accurate as required.

Name of Firm	STATE THEATER ARTS GUILD, INC.
Address of Firm	PO Box 2388, Oroville, CA, 95965
Contact Name	James H. Moll
Signature	
Title	President of the Board of Directors
Date	March 28, 2014
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## Cover Letter

State Theatre Arts Guild, Inc. (STAGE)  
A 501C.3 Non-Profit Organization  
PO Box 2388, Oroville, CA, 95965  
530-534-8021  
Email: [mollj@stifel.com](mailto:mollj@stifel.com)  
[chamber.org/manager.com/orovillechamber/zoom\\_stage](http://chamber.org/manager.com/orovillechamber/zoom_stage)

**RECEIVED**  
City of Oroville

**MAR 28 2014**

Community Development  
and  
Public Works @

3:13 pm  
@

Mr. Donald Rust  
Director of Community Development  
CITY OF OROVILLE  
1735 Montgomery Street  
Oroville, Ca 95965

**SUBJECT: Proposal for Operations and Management of the Historic Oroville State Theatre**



STAGE IS PLEASED AND PRIVILEGED TO PROVIDE THIS PROPOSAL TO THE CITY OF OROVILLE on behalf of the citizens of greater Oroville, California and the Theater that is beloved and has always symbolized an era of prosperity for the city. It is time for the Theatre to resume that role by becoming the jewel in the setting of the historic downtown district, rekindling a robust economy and a renewed vision of the *City of Gold*.

STAGE has recently realigned its perspective, mission and approach as a professional organization with the intent of assuming a more proactive and assertive role in the performing arts culture of the Greater Oroville Area. It is perfect that this opportunity and its timing are ideal to allow a mutually beneficial coalition of interests. As such, we present our proposal in response to your request and are eager to take on this challenging prospect.

In order to ensure that STAGE is fully prepared to adopt this new role, STAGE has contracted with *NL Weston Management, LLC*; and collaborated together to prepare this response. The expertise of this consultant is detailed for your review in the form of resume and professional biography located in the appendix of this proposal. Additionally, STAGE is affiliated with the Oroville Concert Association and enjoys a collaborative relationship with this long time provider of enjoyment and community participation in the State Theatre. STAGE also has a long standing relationship with the Oroville Community Concert Band & Chorus, Butte County Office of Education, Oroville Chamber of Commerce and a collaborative relationship with the Downtown Business Association. STAGE has an average of 400 members from the greater Oroville area and from this membership a cadre of volunteers who are eager to share in this opportunity.

Although STAGE enjoys the support and collaboration of these affiliates, the obligations of operating and managing the State Theatre will be the sole responsibility of STAGE, Inc. Immediately following, please find STAGE Profile and Corporate Information requested as a submission requirement.

Respectfully Submitted,



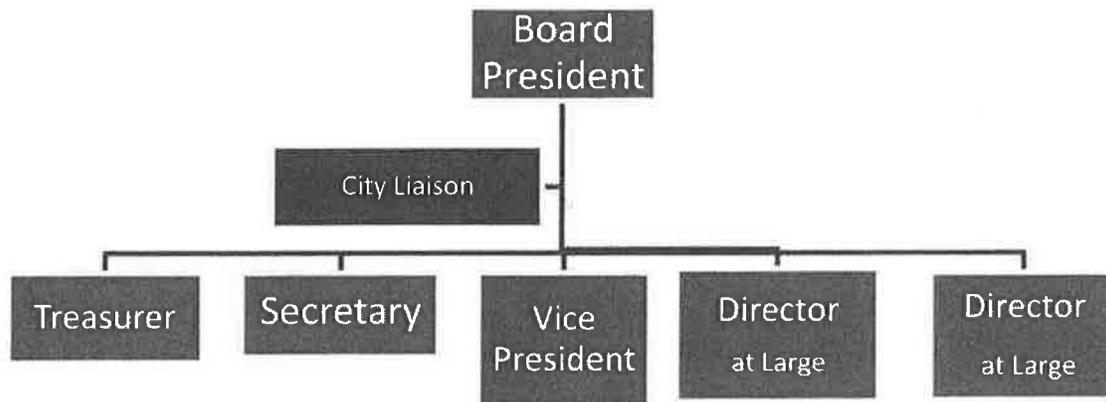
James H. Moll  
President of the Board, STAGE, Inc.

## STAGE Profile & Corporate Information as Requested

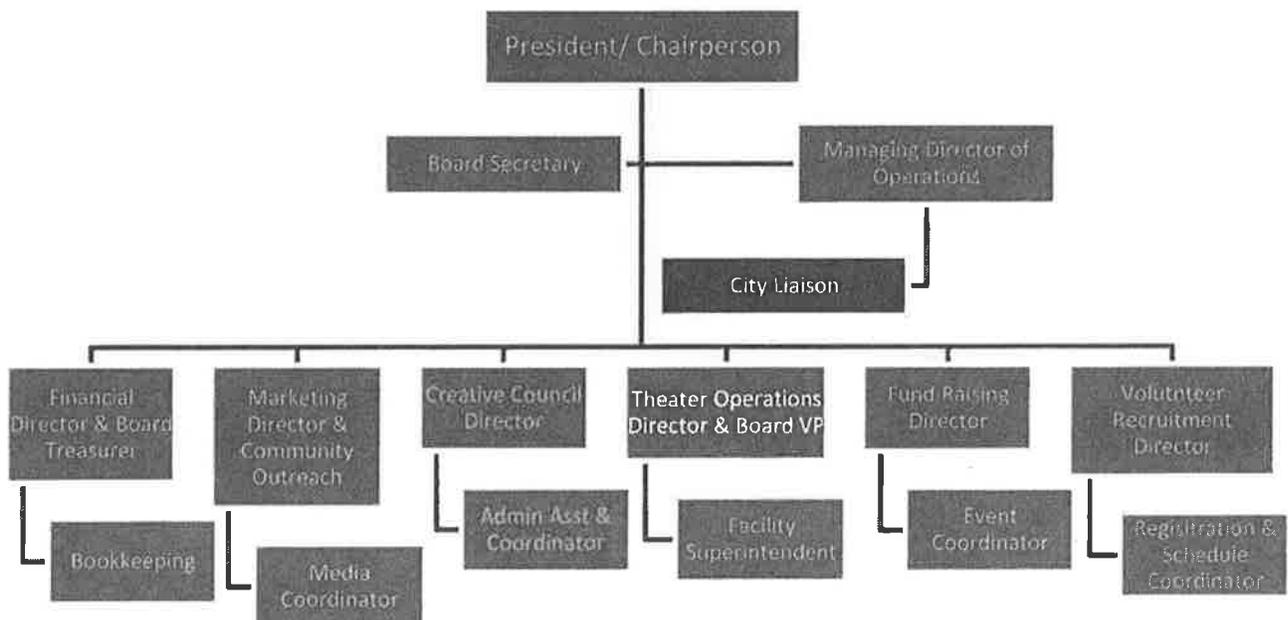
### Stage Organization

The State Theatre Arts Guild, Inc. is an all-volunteer organization, made up of residents of Greater Oroville who love the Theatre and performing arts. The volunteers dedicate their time and effort for the betterment of performing arts culture and environment in Oroville and the preservation and restoration of the Theatre.

To take on full time operation and management of the Theatre on behalf of the local community, STAGE will evolve and become a more professional and sophisticated organization. To this end, the STAGE is formalizing the organizational structure with elections late this spring. Currently there are six Board members.



The current structure will not support the challenges ahead. To implement this proposal and the Strategic Plan, STAGE will create a broader and deeper *and a functional* team covering the full scope and magnitude of this opportunity. The new organization will be the outcome of a change to STAGE By-Laws and will manifest itself as of the elections in spring of 2014. The new structure is shown below:



This depiction is an organization that is broader, deeper and postured to grow the overall *business* of the Theatre. It will also reappropriate the work load across more volunteer hands. Board positions will assume very specific functional rolls in the Theatre business (see also Strategic Plan #6. STAGE Business Policies & Practices; ***Describe how the Theatre will be managed***). Prior to elections and the restructure, the roles of the critical Director positions are being filled by volunteers who may or may not run for these offices spring 2014. It may be necessary to "appoint" key positions to facilitate success of the short term "plan." It may be necessary to incorporate part time and/or full time paid positions in the second or third year of the strategic plan. In respect of the volunteers, as soon as it is possible, stipends may be paid for some tasks.

**Date of Incorporation:**

STAGE was formed in the early 1970's and originally called the Oroville Community Center Committee. The original charter was to work with the City of Oroville to develop a *performing arts center* in downtown Oroville. STAGE incorporated in 1979 to meet the growing needs of the project. The Committee explored locations for the center in Oroville and on the levee near the current location of Centennial Park. However, when United Artists announced its intent to divest the State Theatre in the mid-1980s, with encouragement from the committee, the City of Oroville committed to purchasing the State Theatre. Funds from the Community Center Committee were given to the City to assist the City in completing the purchase, the initial remodel and operation of the Theatre.

**Ownership:**

STAGE is a non-profit 5013.c corporation owned by the membership that consists primarily of the residents of the greater Oroville area. There are no residency requirements to be a member of STAGE. Current and previous membership rolls have included individuals as far away as San Rafael and Sacramento.

**Corporate Office:**

Currently, the volunteers conduct business without a central location. The organization's public presence is fundamentally electronic with a post office box for ticket purchases and direct mail. STAGE is designing and implementing a more functional and interactive website that will further facilitate this mode of operation. The Board meets at the Theatre itself. This is anticipated to continue long term with operations occupying space within the Theatre (to be determined). Keeping a tight rein on operating expenses until the Theatre's revenue stream is self-sustaining is a *critical* component to success.

**Business Longevity:**

STAGE has been active in Oroville for forty four years. STAGE was and is the primary driving force behind the City's acquisition of the property and its restoration to date. However, it has been an uphill endeavor as the City has experienced oscillating periods of growth and retrenchment. During periods when the City has been able to provide full time management, the Theatre has flourished with a robust program, advertising and grant application/award. When full time management has lapsed due to budget constraints, the Theatre has been less vibrant. For thirty five years, STAGE has devoted itself to the Theatre and the community that believes in its value and significance. But at no time in the forty four years has STAGE assumed a comprehensive role in the management of the Theatre.

The concept of a management company outside the Oroville community running the Theater as a commercial enterprise is discomfoting and dangerous to the local performing arts community. This is

based on the history of such theater management arrangements at similar performing arts centers in communities comparable to the Oroville area.

Consequently, STAGE is compelled and eager to step up to assume a much more active and interactive role with the Theatre. STAGE'S vision is to ensure the success of the Theatre, to bring it back to its purpose and potential as the *Jewel of the Historic Downtown District* and spark a revival of economic prosperity for the Theatre, the business community and the City of Oroville. STAGE has developed a Strategic Plan that will revolutionize its role and thereby propel the Theatre forward into the coming decades and into the future of Oroville, California.

***Size of Business:***

STAGE has an average of 400 members and has a base annual income of approximately \$10,000. STAGE is a non-profit entity with a positive cash flow that allows the development of projects for the enrichment of the Theatre and the Oroville community. Over the past 7 years, STAGE has gone from a deficit spending to a positive cash flow position able to mount a restoration project on its own: The Organ Project (see also financial statements in the Appendix).

Originally the Theater had its own Wurlitzer Theater Pipe Organ<sup>1</sup> that was featured prominently at the grand opening. With the advent of talking pictures the organ was used primarily for opening & closing music and for special events, like school graduation ceremonies. It was removed in the early 1950s. STAGE is returning a Theater Pipe Organ to the Theatre. This is quite a challenge. But this Wurlitzer is quite unique and a prize in and of itself. The Organ is now in the possession of STAGE. The console is on display in the Theatre lobby, with the many component parts stored in a secure City facility, awaiting the installation project. STAGE has a separate project fund for the installation, which is a considerable endeavor in itself requiring restoration of the pipe chambers and uncovering the original auditorium grillwork flanking the stage.

The restoration project when complete will have the organ console mounted and rising out of the orchestra pit as it did when it was originally installed. It will make a brilliant addition to the Theatre lending not only performance capability but also providing more subtle ambience features such as pre-performance, intermission and existing music. STAGE has the funds on hand to engage in the next phase of its restoration through planning, campaigning and diligence. This is one of the STAGE organization's strengths.

STAGE has traditionally provided a broad agenda of services on behalf of the Theatre and the community in parallel with the services previously offered by the City. As the City has had to cut back the services they did provide, STAGE has been providing them up for the local organizations that use the Theater.

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<sup>1</sup> *Note on the Wurlitzer Organ: The Wurlitzer Company also made a number of string instruments as well as jukeboxes. Perhaps the most famous instruments Wurlitzer built were its theater pipe organs (from 1914 until 1943), which were installed primarily in theatres and other large public venues. It was marketed as "The Mighty Wurlitzer". The "Mighty Wurlitzer" theatre organ was introduced as a Unit Orchestra allowing one person to replace an orchestra and became a staple in theaters particularly during the silent film era. But with the "talking pictures" the organs began to disappear and/or were not installed as standard equipment in theaters. In the 1950s, the American Theatre Organ Enthusiasts (ATOE), predecessor to the present American Theatre Organ Society (ATOS) was formed to preserve remaining theatre organs. Today there may be as few as fifty of the original organs in use in theaters across the country. They are rare and valuable and they have a sound like no other.*

STAGE in conjunction with the Oroville Concert Association owns and provides sound equipment for use by groups who put on productions at the Theatre. This equipment would need to be duplicated in the event that another group assumes operation of the Theatre.

STAGE has focused on elements of restoration for the Theatre. Most recently the Organ Restoration Project. Going forward, STAGE will work with the community to continue the necessary repairs, the envisioned restoration and the upgrades that will allow for more current programming such as digital based presentations of sound, light and video.

STAGE has produced an average of 6 performances at the Theatre annually. This will be stepped-up over the strategic period of the plan to increase the potential for revenue and downtown traffic. STAGE has provided services and operated the Theatre for its own productions as well as other groups using the Theatre including but not limited to:

- Advanced and box office ticket sales at events
- Ticket Production
- Event Promotion
- Event coordination with the City
- Provision of event services as required such as: Master of ceremonies, Ushers, Concessions and Technical Services - production supervision, stage, lighting and sound equipment provision.

For STAGE assuming operation of the Theatre would be a matter of escalating what is already in place rather than initiating and implementing new service provision. Groups that use the Theatre are familiar with STAGE and the STAGE team is known throughout the community.

STAGE has not participated in the Myer's street Theatre front retail leases. STAGE recommends this topic be open to negotiation in the final definition of the operation and management contract. Since retail management is a means of income, STAGE would entertain a discussion to determine if this may be mutually beneficial for both STAGE and City.

### ***Operating Philosophy***

The overarching philosophy adopted by STAGE as the organization realigns its perspective, mission and approach as a professional organization:

A theater that enjoys the support and affection of the people of the City and surrounding communities; a landmark whose history symbolizes the most prosperous era for the City should not only be preserved and cherished it should be utilized to spark revitalization for its setting: the Historic Downtown District.

The time has come for the Oroville State Theatre to resume its role as the jewel of the City and rekindle a robust economic recovery for the City of Oroville! STAGE believes and has demonstrated that the residents and businesses of the City and surrounding communities will step up to make this happen and the community will not rest until this vision has become a reality!

The single most critical goal for financial stability of the Theatre AND the surrounding businesses is for the Theatre to have a more *robust* agenda of performance and thereby create traffic and business for it and for the Historic Downtown District. The key to this is to have

dedicated and focused resources working on such an agenda. Since the City can no longer provide this, STAGE can and will.

The next most critical goal is to make the Theatre more audience accommodating and restore its historic beauty and relevance. Audience accommodation begins with modern online interactivity for ticket purchases, theater bookings, event calendar, community involvement and volunteer recruitment. This will help bring the Theatre into the 21<sup>st</sup> Century.

Audience accommodation includes making the Theatre itself more comfortable and inviting. Over time the facility seating, restrooms, ADA compatibility, acoustics and lighting all will be improved. As a component of increasing revenue, the Theatre will benefit from having digital programming in terms of lighting, sound and video.

In order to optimize the Theatre's potential, STAGE must aggressively implement the Capital Plan for repairs, renovation, restoration and upgrade. The initial slate of work is delineated later in this proposal, but the recognition of its value and benefit to the success of the strategic plan is a key component of STAGE's philosophy.

### *Financial Performance*

#### **PLEASE SEE COMPILED FINANCIAL REPORT APPENDIX ITEM II**

#### ***STAGE Policies:***

As previously stated, STAGE is in the process of a significant revamp to become a more formal and professional organization. The STAGE Operating Policies and Procedures are included in the Appendix. The policies are in the process of being developed – but those that are already in draft have been included for City's review. Stated below are the overarching policies that are driving the organizational revamp and mission to take over operation of the Theatre.

- Establish a vision, *share it, ask for help and lead the way to success.*
- Bring the community together to share the work, the success and the credit.
- Respect art as the means by which humans express their fundamental commonalities and set aside their differences. Performing arts reach out to illuminate a community's heart and touch all who participate.
- Find a way for every single member of the community to give and to receive from art and participate in a theater where art comes together with its community.
- Establish challenging goals (see "Plan" Goals)
- Establish objectives that will push us to achieve; obtainable if we strive; and measure our success. (see "Plan" Objectives)

#### ***Similar Theaters under Management by STAGE***

STAGE has no other theaters to manage allowing it to be focused entirely on the success of the Theatre with goals and objectives that will enrich the Oroville community. However, it is appropriate to state that STAGE will draw from similar Theatres in the region to find optimal formulas for success.

***List of Un-Renewed Theater Contracts***

STAGE has no un-renewed theater management contracts.

***Audited Financial Statements***

**PLEASE SEE COMPILED FINANCIAL REPORT  
IN THE APPENDIX SECTION ITEM II<sup>2</sup>**

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<sup>2</sup> Offered pending audited financial statements being available; per discussion with City during Walk Through on February 18, 2014



## **OVERALL STRATEGIC OPERATING AND MANAGEMENT PLAN; STRATEGIC GOALS & Tactical Action Items/Objectives Year One**

STAGE presents its overall operating and management plan in two parts. The first part is the **Strategic Plan for the first five years** including **strategic goals for the period**. The second part is the **Annual Tactical Plan for the first twelve months** wherein we will **execute the primary action items** that will launch the strategic plan on a path of success. The tactical plan will include the measurable objectives for the first year by which both STAGE and City can assess progress and the potential for future success.

STAGE acknowledges that the City's purpose in seeking a proposal is to preserve the Theatre for the community and relieve the City (and thereby the Taxpayers) of the financial burden that it currently represents. STAGE acknowledges that the City's specific goals are:

- 1. To secure a financially stable tenant that will effectively manage, operate and maintain the theatre.*
- 2. The selected tenant will use the facility to support and foster the presentation of artistic and/or cultural activities in the greater Oroville area.*
- 3. The selected tenant will assist in the economic development of the Historic Downtown by providing programs that attract and sustain audiences.*
- 4. The selected tenant will agree to work with current long term users of the theatre, such as the Oroville Concert Association, STAGE, Oroville High School District, Northwest Lineman College, and others, accommodating these users within the annual calendar.*

STAGE is confident that it is positioned to make sure this can actually happen; and we are eager to embark upon this mission. As such, we submit to City our Strategic Plan for the Operation and Management of the Oroville Historic State Theatre.

### **FIVE YEAR STRATEGIC PLAN FOR OPERATIONS AND MANAGEMENT OF THE OROVILLE STATE THEATRE**

**T**he Strategic Plan began with a vision of outcome at the conclusion of the first five years of management and then backfills the necessary incremental strategies that will allow for a successful conclusion. There are six elements of the envisioned successful outcome. The six elements are:

- 1. Improve and Stabilize Financial state of Theatre Operations*
- 2. Significantly Improve the Condition of the State Theatre Building & Facilities*
- 3. Build a Collaborative relationship of the business community with the Theatre*
- 4. Grow a Collaboration between community diversity and the Theatre*
- 5. Create a Positive Image of the Theatre in the City, County of Butte and beyond*
- 6. Implement STAGE Business Policies & Practices (including specific responses to City's list of inquiries)*

The Strategic Plan takes each of these elements and defines how we transition from where we are currently to where we want to be at the conclusion of the initial five year period. STAGE will update the strategic plan on a routine basis as success evolves and the dynamic situation dictates revision. This five year plan is only part of a longer plan that spans decades into the future. To this end, please note the

emphasis placed on involving youth and the educational system in the Theatre – which is the key to longevity for any vision of commitment to a community’s heritage!

Here follows the Strategic Plan details.

## 1. Improve and Stabilize Financial state of Theatre Operations

The financial state of the Theatre is precarious at this time. This must be corrected as soon as possible. This is not a simple dynamic for the Theatre. Fundamentally, financial stability is the proper structure of income to expense. This plan will address both Theatre income and the expenses of operating and managing it.

### *Income*

First STAGE will lay out a plan for increasing income. The income components to be addressed in order to initiate and continue this correction are:

- Revenue;
  - Optimizing the number of Lights-on-Events at the Theatre
  - Balancing the *Equation For Financially Successful Operation*
  - Targeted Programming
  - Expanding Theatre Programming Concepts
- Fund Raising; and
- Capital Grants

STAGE has identified this as the number one priority for the Theatre’s success. Therefore, the largest section of our proposal is devoted to increasing income for the Theatre. Performing art centers struggle to break even and simply do not make money on their own. No performing art center in this country is sustained by revenue/ticket sales alone.

Typically successful performing art centers have significant endowment programs and seek to supplement this with grant funds that may be available from a number of national and/or state programs and private foundations. STAGE recognizes that the City simply cannot subsidize the Theatre. If the Theatre is to thrive it must have a robust revenue strategy certainly; also it must have an aggressive endowment program and secure a significant capital grant within the five years. Currently the Theater operates at an annual deficit to the City of around \$14K<sup>3</sup>. Although this may be unacceptable to the City and its taxpayers, this is actually a favorable position, as it is not uncommon for such a venue to operate at a significantly higher deficit ratio.

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<sup>3</sup> As reported in Oroville Mercury Register January 14,2014 Auditorium, *Theater Get Attention From Oroville Council* by DAN REIDEL-Staff Writer

The current operating deficit may be overcome with a more aggressive agenda of performance events that have a higher margin; application of dedicated Theatre management; and delay of adding the expense of payroll (since STAGE is currently 100% volunteer based). When the City has been able to devote staff to full time management, the Theatre has flourished and been profitable with revenues in the range of \$120K to \$140K. Any favorability will be channeled back into subsidy of local programs and utilization<sup>4</sup> – which currently (and probably always will) operate at a negative to the Theatre.

STAGE also has another financial advantage in that the Theatre is held in high esteem by the community. STAGE will leverage that community support to optimize its revenue, donations and potential for grant funding. STAGE has the advantage of knowing the residents, the businesses, the schools and the affiliate partner organizations that can collaborate to achieve excellence. STAGE already has a working relationship with all the components of the Oroville community and warrants that volunteers are eager to step up and help make this vision a successful reality.

### **Revenue; Fund Raising and Capital Grant.**

#### *Revenue*

#### **Objectives:**

1. STAGE will “optimize” lights-on events at the Theatre from current utilization of 20% to 40% utilization
2. STAGE will increase ticket sales over a five year period from 333 tickets per performance to 575 by the end of the strategic five year period.
3. STAGE will increase the average ticket prices over a five year period from \$12 per ticket to \$24 per ticket over the strategic five year period.
4. Net proceeds from combined STAGE and non-STAGE Productions will reach \$90K at the end of Year one and will continue to grow annually over the strategic five year period.

Optimizing the Number of Lights-on Events at the Theatre - Objective: Double the current utilization of the Theatre from 20% to 40%

The Theatre’s current rate of utilization is 20%. This is around 50 lights-on event and about 20 ancillary uses (such as rehearsals & sound checks) for a total utilization of 70 events. STAGE concurs with the City’s conclusion that increasing the number of events/performances at the Theatre is a component of increasing the financial stability of the Theatre.

A production at a theater can require three days to a week of rehearsals, technical set up and checks, depending on whether it is an orchestra fine tuning the sound checks or a play with scenery, props, scripts and multiple rehearsals. If sets are required, it can add a week. This may result in two to four lights-on performances. Performances that require rehearsal and set up time limits the numbers of days available

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<sup>4</sup> This deficit is caused by the actual cost of operating the Theatre not fully offset by the current rental rates charged to local groups and organizations who utilize the Theatre. STAGE believes that this protection of local community use and its negative revenue implications is essential to the community affiliation with and affection for the Theatre. It is what a community performing arts center is all about. Finding a way to protect the Theatre from this negative is critical to success of any plan for the Theatre.

for lights-on events. Not all events are performance events and not all performance require that much preparation. Currently the Theatre is operating at around 20% utilization for Lights-on events and rehearsals. STAGE's first objective will be to double this to 40% utilization for Lights-on events and rehearsals. Over the strategic plan period, with the capital project implications, this will be a challenge.<sup>5</sup>

Once the Theatre Capital Improvement Plan has been fully implemented, the balcony has been restored, the reputation of the Theatre has been extended beyond the Greater Oroville area and draws from all over Butte County and beyond, it may be possible to increase the utilization beyond 40%. But this cannot happen right away none the less STAGE will optimize the number of events at the Theatre as we proceed.

Meanwhile, in order to optimize the prosperity of the businesses in the Historic Downtown District, STAGE will work closely to coordinate the events at the Theatre with opportunities for the businesses. This was recently accomplished with some success. See also *Collaboration with Business* section of this proposal.

Increasing lights-on events will help. Quantity of events is another one important element of financial stability. It is also number of seats sold per event; the price of the tickets; and operating cost containment. And each of these elements have upsides and downsides to consider.

#### Balancing the Equation

STAGE has determined that the EQUATION FOR FINANCIALLY SUCCESSFUL OPERATION of the Theatre is to optimize the balance of:

The number of performance events = increases utilization costs and strains STAGE's volunteer resources<sup>6</sup> but creates opportunity for ticket sales and a more optimal spread of overhead.

The number of tickets sold per event = leverages the utilization costs and performance costs<sup>7</sup> over more sales

The price of tickets = increases available fund for production cost = greater potential for draw but may narrow audience prospects and reduce tickets sold per event

Minimizing utilization costs = rely upon volunteer and in-kind donation to supplement operating costs versus paying for services wherever possible = less to spread over the price of tickets and optimizes return per ticket but strain on volunteer organization

These four elements are the factors in the equation of financial optimization of revenue. They push and pull on each other. Imbalance will squeeze revenue prospects. Balance will achieve a desirable mathematic model for operating the Theatre. Always reducing operating costs such as janitorial or front house operations is great but it has to be respectful of the generosity of volunteers who pick up that slack.

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<sup>5</sup> Professional production companies have professional paid performers who can put on performances over extended engagements with the appropriate cast of understudies as back-up. In which case, they can sustain 7 to 9 performances per week (always with one dark night per week). However, the preparation for a professional theater event of this magnitude can take three months of preparation, when the Theater is dark for the entire time.

<sup>6</sup> Operating costs or recurring costs directly associated with events

<sup>7</sup> Performance costs are directly related to the price for talent/production elements such as props, scenery, etc.

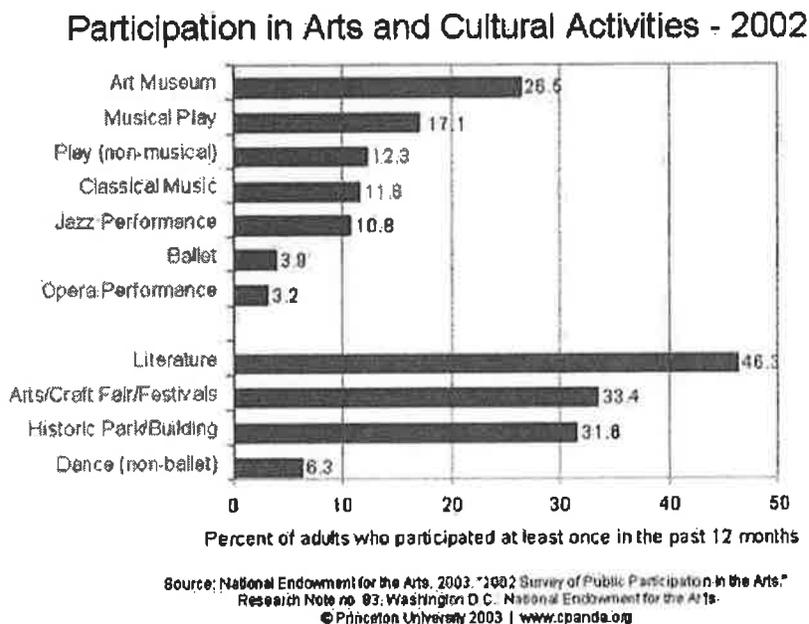
Currently Theatre events sell an average of 333 Tickets per event. This is around half of the 600 seats available. Currently Theatre event tickets are sold at an average of \$12 per ticket. This constrains the selection of talent that can be acquired for the events. In other words there is no difference to the operation of the Theatre if an event sells out at 600 seats at \$12/seat versus selling 300 tickets at \$24/seat. On the other hand, if you can sell out the 600 at even \$20, it begins to alter the equation dramatically. Optimizing this model is the plan. Targeting audiences and promotion methodology will allow for more ideal "models" dynamics to play out.

Advertising at the Theatre itself is useful but not sufficient. Newsletters to current patrons are wonderful and inform the current patrons of what's going on at the Theatre. But it does not draw in new patrons and new audiences. STAGE will utilize the internet, social media, billboards, television and radio to promote events and make sure that the Theatre is vibrantly lodged in the awareness of the community and reaches a more diverse audience.

The initial focus will be on Greater Oroville. However Gridley-Biggs does not have its own performing arts center and should consider Oroville as much a viable and local an option as Yuba City. STAGE plans to expand the demographics, marketing and revenue plan to cover the entire county and beyond. STAGE will ensure that events are incorporated into *all* community event calendars throughout the county as a key component of the marketing plan. The immediate plan is to optimize the draw of audience from greater Oroville and expand that concept as the strategic plan evolves.

Segments of a given population make up the audience for any artistic venue. A theater draws from these segments – albeit, the programming selection is what optimizes the draw for any given venue.

Exhibit A



This Survey of Public Participation in the Arts 2002 (SPPA) found that 39% of the population of the United States attended at least one of seven "benchmark" performing arts activities (jazz, classical music, opera,

musical plays, plays, or ballet) in the twelve months prior to the survey. If we apply this ratio to the relevant populations of the County of Butte, the maximum audience looks like this:

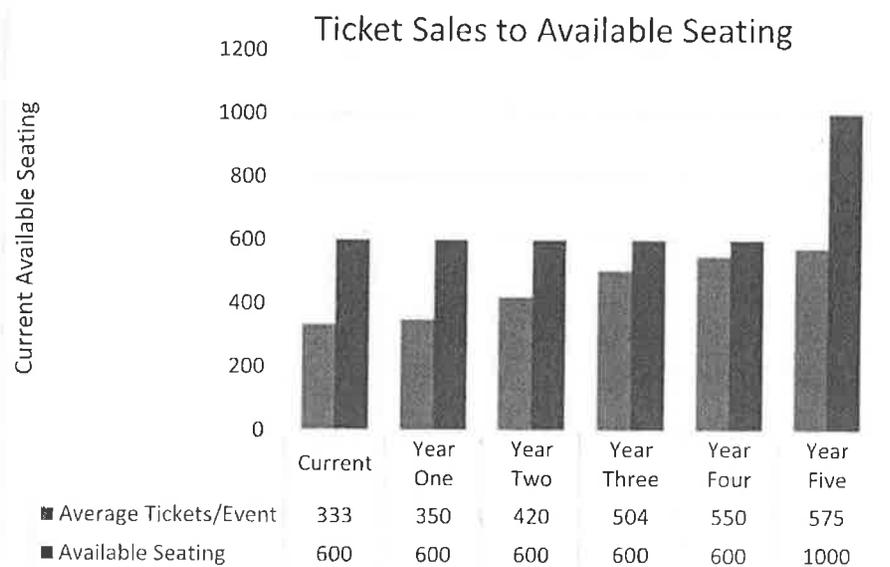
Exhibit B - Apply NEA Statistics to the Oroville Area

Segment	Population	Audience	\$15/ticket	\$20/ticket	\$25/ticket
City of Oroville	14,700	5,733	\$85,995	\$114,660	\$143,325
Greater Oroville	55,000	21,450	\$321,750	\$429,000	\$536,250
County of Butte	220,000	85,800	\$1,287,000	\$1,716,000	\$2,145,000

These numbers indicate a robust local audience is available to ensure that the Theatre can grow a robust revenue stream.

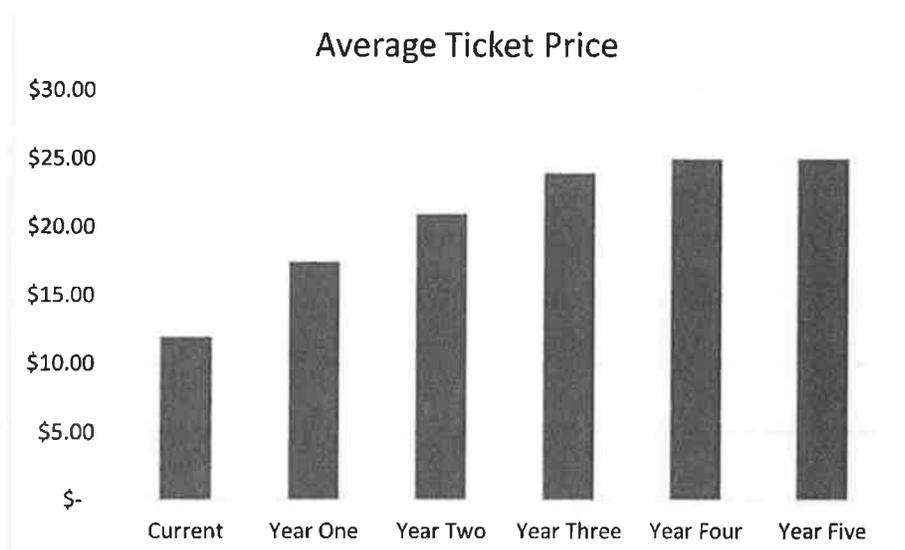
One of these key factors is filling the available seating at performances as stated. This graphic depicts how that will be altered over the strategic period. Year five available seating is depicted as it will be once the balcony is restored and the Theatre capacity is optimized. That will allow a new arena for increase in ticket sales per event:

Exhibit C - Use of Available Seating



Another aspect of "Optimizing the Equation" is the price of tickets. Right now it is quite low. A recent event demonstrated that \$25 may be a more ideal price. That doesn't mean that the general population et al will pay for higher priced events, or that every event should be a \$25 ticket. But the average should be increased over the strategic period. This will happen with higher quality programming, grouping ticket sales into series, etc. If successful, the growth will be continual, tied to specific programming and will result in the increase as depicted by this graphic:

Exhibit D – Projected Price of Ticket Sales



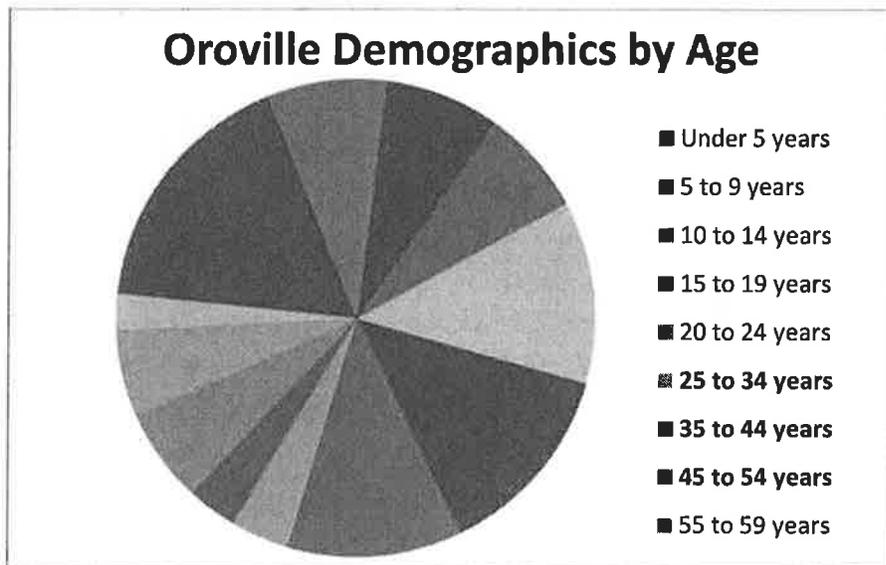
NOTE: Year five price is static due to implications of significant capital project (described herein).

In order to optimize revenue, it is necessary to broaden the Theatre agenda and to present programs that have broad appeal as well as specific appeal to “targeted” audiences. Oroville’s demographics is key to understanding what types of programming we need to cultivate.

Targeted Programming

Going from where we are to where we need to be means smart targeting; making sure that new programming has an audience. In the beginning, we will concentrate on the demographics of Greater Oroville. In order to target programming that will be successful for Greater Oroville, it is valuable to understand the population. One aspect of targeting is the population characterized by age.

Exhibit E – Age Demographics for Greater Oroville



It is not surprising that the largest wedge of the population is from 25 years to 54 years old. This wedge is almost 38% of the population. It is also the wedge that is governed by more current trends – in everything, but certainly entertainment.

<b>Age Bracket</b>	<b>Pop</b>	<b>% of Whole</b>	<b>Population of Wedge</b>	<b>% of Whole</b>
<b>25 to 34 years</b>	<b>6617</b>	<b>12.35%</b>		
<b>35 to 44 years</b>	<b>7206</b>	<b>13.45%</b>	<b>20,162</b>	<b>38%</b>
<b>45 to 54 years</b>	<b>6339</b>	<b>11.83%</b>		

Another interesting wedge is the youth population through high school. What this wedge tells us is that targeting the youth to view the Theatre as part of their lives, ensuring that they are comfortable with it and see themselves as being involved in the performing arts in some way will create a long term bond with the Theatre and significantly contribute to the legacy of the Theatre into the future.

<b>Age Bracket</b>	<b>Pop</b>	<b>% of Whole</b>	<b>Population of Wedge</b>	<b>% of Whole</b>
<b>Under 5 years</b>	<b>4506</b>	<b>8.41%</b>		
<b>5 to 9 years</b>	<b>4720</b>	<b>8.81%</b>		
<b>10 to 14 years</b>	<b>4324</b>	<b>8.07%</b>	<b>17751</b>	<b>33%</b>
<b>15 to 19 years</b>	<b>4200</b>	<b>7.84%</b>		

The Theatre must serve all segments of the population; however, focus on these two segments in particular. STAGE will take into consideration demographics as the agenda is developed to increase revenue. But there are also other aspects of designing the successful programming for the Theatre.

STAGE has recently conducted a survey<sup>8</sup> of current Theatre patrons in order to better understand who they are. It is likely that STAGE will continue to survey the population seeking to provide programming that serves both a broad audience and special segments that have particular interests.

The Theatre is a rural community theater in the northern California region. There are other similar theaters and populations from which to draw ideas for a successful draw. STAGE is already compiling a list of prospective additive programs for the coming season.

Expanding the Theatre Programming Concepts

A list of programming concepts is included in the Appendix. Some of the concepts are current programming. Some are new concepts being explored in order to expand the Theatre programming agenda. All of these are being assessed for 14/15 season which begins in July 2014. From this list, STAGE will work with the existing groups to make a smooth transition. For the new concepts, STAGE will seek to assign “Producers” who will shepherd the concept to fruition as they are fleshed out, priced, targeted

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<sup>8</sup> Summary of Survey Results in Appendix of this Proposal

and placed on the agenda – or even postponed for later consideration if appropriate. These are not presented in any priority order as the assessments are not complete at time of publication.

Research and development for these events are currently being conducted to identify optimal net revenue models. The first year target is to double the number from 6 to 12. Attendee will continue to be surveyed (see Appendix ITEM V) to refine an understanding of what the community wants to patronize. Establishing the list is the easy part. Bringing them to the Theatre will be more challenging as this will strain STAGE’s all-volunteer staff. Over this year, we anticipate a dramatic increase in our cadre of trained and knowledgeable volunteers. By the second year, the program development can be more aggressive.

Any favorable margin will be used as subsidy for local group Theatre use or as contingency to protect the plan. STAGE will routinely assess each event and measure the outcome - ongoing. Risk will be mitigated by having a contingency built into the budget and adjusting the *balance of the Equation for Financially Successful Operation* (delineated above) to ensure - at the very least, the Theatre can be operated at net zero for the year.

Performing Art Centers are a standard of living enhancement for the community and are not profit centers. The Oroville Concert Association, the Oroville Community Concert Band & Chorus, Butte County Office of Education and any other community performing arts organization must be able to use the Theatre without concern for “profitability.” STAGE will subsidize this utilization as required and to the extent possible. The combined net STAGE and Gross non-STAGE event revenue STAGE and community groups for year one looks like this and with good cost containment<sup>9</sup> should be a sufficient off-set:

Exhibit H – Prospective Revenue Year One

Total Theater Revenue	\$90,905
STAGE Productions net proceeds	\$37,725
Non STAGE Productions gross proceeds	\$53,180

***Fund Raising***

Revenue will not be able to provide the capital investment the State Theatre needs to ensure its long term legacy for Oroville; at least not in the beginning. The Theatre needs at least \$3M or more in capital improvements in order to regain its footing and resume its role as the “Jewel” of the Historic Downtown Area. This will require an infusion of capital from two sources: Donations AND at least one significant Capital Grant.

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<sup>9</sup> See Expense section of Proposal below

STAGE has created the position of Director of Fund Raising whose focus over the time in office will be implement the Fund Raising Strategy. Based on this Strategy a robust fund raising campaign must be designed and implemented. The four goals of this campaign are the following:

1. Creating a means of recognizing contributions:
  - Those who make any contribution will be thanked;
  - Those who make significant contributions will receive appreciable community recognition; and
  - Those who make huge contributions become recognized as pillars in this community.
2. Creating a multi-tiered program of contribution where businesses and individuals can select the option for giving that best suits their profile – but that there is no business or individual who cannot become part of this community legacy!
3. Collaborating with Marketing and Community Outreach Director to include many facets of communication and interaction with the Theatre
4. Ensure that in this campaign, the THEATRE takes center stage and STAGE remains merely the facilitating leader for the community on behalf of the Theatre.

#### Donations

As stated, a performing art center is a community enhancement asset. As such, the more the community experiences and values the Theatre, the more it is appropriate and desirable to become part of it. Donations to the Theatre is a way for this to happen. It is also necessary in order for the Theatre to be repaired, renovated, restored and sustained long term. The following objective have been established for the Theatre:

- Over five year strategic period, raise \$1M from businesses, individuals and families in Greater Oroville Area

This amount is the result of a detailed strategy that includes:

- Contribution from the membership of STAGE;
- Businesses in and around Oroville that have philanthropic foundations/programs whereby community endeavors can apply for significant contribution;
- Businesses who are established and have an interdependent relationship with the Greater Oroville Area;
- Businesses that have a interdependency with the success of the Theatre including the immediate businesses adjacent to the Theatre in the Historic Downtown District; and
- Individuals and families that value and cherish the Theatre and want to be part of the legacy.

The individual segments have very specific strategies associated with the segment. There are a total of five segments. Viewed in detail the amount is not as daunting as it appears in the aggregate and the amounts are grossed over the five year period allowing for one time lump sums or increments on an annual or quarterly basis.

STAGE members contribute an annual tax deductible tribute to the Theatre for which they receive a reduction in the price of Theatre tickets. This provides income for STAGE to conduct events and also

compile funds for project such as the current Organ Project. But it will not come close to the capital demands of the Theatre over the strategic period of the next five years.

STAGE must partner with the community both businesses and individuals. As the Theatre leads the way to economic recovery for Oroville, STAGE will make sure that there is a mechanism for every individual in greater Oroville to become a partner in that success. STAGE intends to make sure that every investment is recognized and that the mission of the Theatre is ennobled within the community.

The Fund Raising strategy includes multiple “prongs<sup>10</sup>” of contribution. The prongs provide a means for anyone to contribute and to feel a part of “polishing and restoring the jewel.”

The first prong includes some of the regional and national business entities that have community philanthropic foundations that have grant programs – to which STAGE can apply for capital contributions. Success in this endeavor could significantly assist in the overall donation requirement. It also includes the employers who have the greatest reason to be vested in the community – largest employers, highest revenue, and/or greatest influence in the community. STAGE believes that this prong has the potential to contribute as much as \$635K (see also *partnering with the business community*).

Other prongs are for individuals and families who have a heritage tied to Oroville, to the Downtown Historic antiquities, to the State Theatre itself to have a way to create a legacy by becoming significant benefactors. There are families whose ancestors worked on the Theatre when it was built; craftsmen who made it unique and beautiful. There are families whose children graduated at the theatre, grew up to attend movies and/or events at the Theatre, performed at the Theatre or just enjoyed its value all their lives. It is likely that there are 15 to 20 such individuals and/or families that already identify with the State Theatre and would see the harmony of becoming a part of its legacy.

The overall fund raising strategy allows for any and every contribution to be valued and included in the ultimate outcome for the Theatre. The potential of this pronged approach indicates that Oroville may be able to raise a significant amount of money within the community of businesses, individuals and families.

Businesses that participate will be afforded recognition and gratitude as community pillars. It is likely that a plaque honoring the contribution of a business will become coveted and the Theatre will create a Patron Wall within the Theatre proclaiming the pillars of the restoration in a dignified and elegant manner. These businesses will also be brought to the attention of the City Council as stalwart community champions. Finally, they will be recognized at the annual State Theatre Benefactor’s Dinner in honor of all who have contributed.

Equally important for more than one reason are the individuals who hold the Theatre in esteem. These individuals range from students who graduated at the Theatre to patrons who faithfully attend, to business owners who see the strategic advantage the Theatre represents to them. Each individual will be recognized with a token of appreciation commensurate with their contribution. Those individuals who make significant contributions, will be honored on the Patron Wall proclaiming their valuable support.

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<sup>10</sup> Prong is used to segregate the categories of contribution because prongs *support* the jewel in the setting and it continues the metaphor to the most critical aspects of turning the Theatre into the *Jewel of the Downtown District*.

But this is more than about money. It is also about bonding the Theatre to the individuals in this community and building a lasting legacy in the process.

STAGE believes that over five years, it is feasible for Oroville itself to raise a million dollars for the capital asset fund. And if this is accomplished, it will forever cement the Theatre into the hearts and minds of the community – they will literally own it, be vested in it and the Theatre will reward them with responsive and wonderful events, lasting memories and experiences into perpetuity.

#### Capital Grant(s)

In order bring the Theatre back to its “Jewel” status, it will be necessary to obtain at least one major capital grant. This is likely to be targeted at the balcony restoration and renovation project which will be a considerable investment based on previous architectural assessments, plans and estimates (see also *The Condition of the State Theatre* element of the plan).

Two grants for 2014 are listed below. STAGE is not currently positioned to successfully apply this year. However, the applications can be used to explicate the preparation requirements to position STAGE to make a successful application during the second year. These are not the only opportunities, but are the type of grants STAGE will seek.

##### **National Endowment for the Arts**

The National Endowment for the Arts (NEA) includes assistance for theater renovations under their Design Arts Program. Its funding includes feasibility plans for adaptive reuse, restoration and renovation. Funding can also be obtained for theaters involved in the revitalization of cultural districts. Read more at:

[http://www.ehow.com/list\\_6158468\\_theater-renovation-grants.html#ixzz2qxi5KqS5](http://www.ehow.com/list_6158468_theater-renovation-grants.html#ixzz2qxi5KqS5)

##### **Save America's Treasures**

Offered through the National Parks Service, the Save America's Treasures (SAT) Grant Program includes theaters of historical significance. The program is a federal matching grant program designed to fund restoration projects across America. Read more at:

[http://www.ehow.com/list\\_6158468\\_theater-renovation-rants.html#ixzz2qxi9b6dn](http://www.ehow.com/list_6158468_theater-renovation-rants.html#ixzz2qxi9b6dn)

Obtaining money, regardless of the source, is only part of the formula for an organization's ability to use that money to the greatest advantage. In order to ensure financial stability for the Theatre, STAGE must understand and manage the expenses of the Theater as well.

STAGE has compiled some tables of projected expenses. Some of the figures are based on data received. Some are based on best estimate. This lends an element of uncertainty and risk to the plan to operate the Theatre at the target of net zero. It also provides scope and magnitude of conducting business at the Theatre. STAGE will strive to cover these projected costs while conducting a close order drill early on to fill in any blanks, estimates or errors. Over the first operating quarter, this should become clear and if necessary, course correction can be made.

#### *Expenses*

Money cannot be made without spending money. But money should be spent carefully and with thought to what is *value based spending*. STAGE is a volunteer-based organization. Volunteers are citizens with generous hearts and cannot be taken for granted. The Theatre will require goods and services to function and open the doors, turn on the lights. In-kind donation of goods or services can be very beneficial to

everyone. Spending without reciprocity of return is thoughtless and wasteful of a community's generosity.

Just like with revenue, there is a spending equation: balancing the need, the benefit, the choices and selecting for greatest value. STAGE has compiled the best representation of costs that are currently spent, that should be spent and that we may be able to optimize. Just like with revenue, we will have to constantly assess and course correct if the math dictates new direction. It will always be preferable to spend where we can see a direct connection to growing revenue, patron satisfaction, welcome and comfort, stabilizing and/or protecting the Theatre. The overall expense target for the Theatre in year one will be around \$90K.

Here follows the expenses of operating and managing the State Theatre.

**Operating Expenses**

For this proposal, STAGE will define "operating" expenses as those costs associated with making the Theatre ready and available for events. The *Operating Expense Objective*:

- Contain *Operating Expenses* for the Theatre at \$58K
- Refine these expenses and develop accurate Theatre operating ratio to accurately define the cost of opening the doors for lights-on events as well as rehearsal/setup, etc.

STAGE will seek to "operate" the Theatre to be self-sustaining. Since STAGE is volunteer based, the cost of operations will be minimal; however, success will depend upon spending as well. Volunteer resources must not be taken for granted. Where and when feasible STAGE will seek to provide token compensation until we can do more and eventually we recognize there will be paid employees.

In order to comprehend what is included in operating the Theatre, the following pro-forma budget has been compiled. Although these projections contain an element of variability based on available data<sup>11</sup>, they serve to guide STAGE's plans and will be refined as we proceed.

Exhibit I - THEATRE EXPENSE BUDGET			
Theatre Operation Expenses			
Item Description	Cost	Increment	Commentary
Utilities	\$27,400	Annually	Electric \$22K <sup>12</sup> Trash Pick Up \$1200 Water/Sewer\$1000 Alarm System(s)\$1500

<sup>11</sup> Recently City provided more detail on the costs of operating the Theatre. The direct implications indicate that STAGE's estimates could be on the high side. STAGE has decided to use the higher estimates as a means of creating the potential for a favorable buffer against unexpected and unanticipated expenses.

<sup>12</sup> This figure was provided by the City at Council meeting 1/14/14 and although the more recent data is lower, this is part of that favorable buffer.

**Exhibit I - THEATRE EXPENSE BUDGET**

<b>Theatre Operation Expenses</b>			
<b>Item Description</b>	<b>Cost</b>	<b>Increment</b>	<b>Commentary</b>
			Cable \$1700.
Insurance <sup>13</sup>	\$12,000	Annually	(City self-insured to cover the property for flood, earthquake, fire, vandalism or other damage) This should include: <ul style="list-style-type: none"> <li>liability for the public venue;</li> <li>commercial general liability @ \$5M/Occasion</li> <li>professional liability for the STAGE Board of Directors</li> </ul>
Housekeeping/ Janitorial	\$8580	Annually	STAGE will seek to have this service donated, and currently it is done by volunteers, however, as the Theatre becomes prosperous, and the number of performances increases, it may be necessary to hire a professional service to keep the Theatre in optimal presentation condition in a timely manner
Recurring Maintenance & Incremental Repairs	\$2600	Annually	STAGE will seek to have this service donated and currently it is done by City Parks Department and/or volunteers. Volunteers will not always be able to do this and as the Theatre becomes prosperous, it may be appropriate to hire a professional service to oversee all maintenance and repairs on-going
Telecommunications	\$2400	Annually	Required: Phone [2 lines: 1 Box Ofc + Burglar; 1 Fire; Nextel Walkie/Talkies (2); Web Access/URL
Supplies	\$3366	Annually	STAGE will seek to have this provision donated, however, as the Theatre becomes prosperous, quantities and quality will increase and it will become appropriate to pay for these items
Theater Technology Support	\$6400	Annually	Sound, lighting and stage technology
	\$58,246		

**Management Expenses**

In addition to operating the Theatre for incoming performance and other events, there is the job of *managing* the Theatre's image, community asset, future and its long term needs in terms of repairs, renovation, restoration and updating. This will require investments of far more than the STAGE volunteer organization can provide on their own. Where feasible, STAGE will seek "partners" who can make in-kind donations of goods or services.

The revenue strategy must be sufficient to cover these more strategic and overarching costs as well as "operating" the Theatre's events. If these investments are not made, it will represent a risk to the strategic plan for the five years. In this category of expense, although STAGE will stretch dollars as far as possible and seek to make value based decisions for optimal return on investment, it is also essential to spend

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<sup>13</sup> RFP insurance stipulation may be prohibitive. This can be further discussed and STAGE will endeavor to secure appropriate required coverage.

dollars to make dollars in the future. If STAGE can save money here, it will be channeled right back out as opportunity to increase this strategic spending. The objectives for this category of expense:

- \$32K value spending
- Justify items where there is greatest ROI and *increase* spending if possible based on revenue
- Use in-kind donations when available – considered as opportunities to expand the plan

Exhibit J - THEATRE EXPENSE BUDGET			
Management Expenses			
Item Description	Cost	Increment	Commentary
General Marketing & Promotion Costs	\$15,000	Annually	Advertising
Miscellaneous Office Supplies & Materials	\$1,000	Annually	Preparing and applying for grants, participation in programs; marketing materials and creative counsel
Promotional Videos	\$10,000	Annually	Promoting the concept of the affection and support of the community for the Theatre
Promotional, Appreciation & Fund Raising Events	\$3,750	Annually	Benefit, Recognition, Thank You dinners + Volunteer Recruitment Event + 1 Media Event
Other Marketing Venues, Websites & Social Network	\$2,000	Annually	New Website; Facebook; and Twitter
	\$31,750.		

To the extent possible, and especially in the beginning, STAGE will seek to avoid some of these costs, (whether operating the Theatre or managing the future and image of the Theatre), through in-kind donations for goods or services. There are also free forms of advertising that can and will be utilized more assertively than is current practice. In the beginning, some of these expenses will not be warranted. Always, expenses will be made on an assessment of return on investment (ROI).

Nonetheless, that said, attendance cannot be increased unless the events are advertised and the Theatre cannot engage with the community entirely based on event marketing. If the revenue plan is optimized and revenue is greater than anticipated, it is likely the revenue will be diverted to expand the management expenses/investments specifically to increase awareness of the Theatre and its "story."

Because it is necessary to spend money in one form or another whenever a performance company is rehearsing or performing; and because the Theatre must be marketed to fulfill its strategic plan, it is reasonable to project that the cost of operating the Theatre under the best of circumstances will be around \$90K annually. STAGE's plan is based upon covering this amount. Over the first year, this will be closely managed and if necessary, course corrections will be made accordingly.

The costs of operating the Theatre are for the most part recurring costs; and will grow in proportional ratio to the use of the Theatre. Management costs may be recurring but are far more discretionary and can be tied to specific productions, programs or events and assessed for viability and value. Over time, this will most likely re-shape this list and consolidate the options and expenses to those that return the

greatest benefits. For example, we may find that a “broadcast” on Facebook while not cheap is a better return than buying time on commercial television.

Unlike commercial theater management companies who must pay for employees and generate profits, STAGE will seek to use volunteers as much as possible, minimize the number of paid employees, actively seek in-kind donations or materials and/or services and restrain spending to the priorities stipulated above. And any profits, when and if they occur, will be channeled into the Theater Capital Fund. It is also likely that part time or full time employees in critical positions will be unavoidable and eventually absolutely necessary. Where the incorporation of paid employees will optimize Theatre operations and increase the potential for revenue, this will be identified and integrated into the plan.

It is possible, even likely that STAGE will be able to find grants that will help with operational costs or artistic projects on behalf of the Theatre. But this will be anticipated as bonuses and not the basis of self-sustaining costs. The balance to the cost of operating the Theatre will be based on economic principles: finances must be optimized and cost effective choices must be made. Consequently growing the Theatre use, and thereby increasing the Theatre revenue will be the means of covering the costs stipulated above.

The financial plan over the first year is depicted in Exhibit K below. Expenses and revenues have been averaged over the year to make this a fairly straight forward depiction. Actual cash flow will be less straight forward. Once the performance agendas are compiled, STAGE will examine cash flow and seek to smooth the Theatre schedule to mitigate any high risk period, once it becomes apparent.

STAGE/State Theatre														
EXHIBIT K - Pro Forma Financial Statement														
Year One														
Financial Element	First Year of Operating and Managing the Theatre													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	May	Apr	Jun	Total	
<b>Expenses</b>	<b>EXPENSES</b>													
Returning Theatre Op Costs	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$4,854	\$58,246
<small>Includes everything to open Theatre for events (including name tags and for volunteers, where applicable necessary)</small>														
Management Costs (Promotion, Fund Raising, etc.)	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$2,646	\$31,750
<small>Includes "broadcasts" on social media and billboards, promotional videos, various events</small>														
Contingency														\$16,100
Current STAGE Cash Balance:	\$15,191													
<b>Income</b>	<b>INCOME</b>													
Revenue														\$262,878
STAGE Theatre Events	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$3,144	\$37,725
Non-Stage Events	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$4,432	\$53,190
Fund Raising		\$7,000	\$9,000	\$11,000	\$18,000	\$50,000	\$18,000	\$12,000	\$10,000	\$10,000	\$9,000	\$7,000		\$161,000
STAGE Membership Dues		\$833	\$850	\$875	\$890	\$1,500	\$925	\$950	\$975	\$975	\$1,000	\$1,200		\$10,973
<small>NOTE: Fund Raising will be channeled into the Capital Asset Fund rather than used to cover the Theatre's annual expenses</small>														
Grant Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Using this as a guide, it appears STAGE can navigate the first year with a small margin to cover any uneven cash flow periods and/or unforeseen contingencies. Once STAGE can see how the first year actually lays out, it will be possible to compile more realistic projections over the strategic period. This will make detail planning for year two fundamentally more accurate and minimize risk.

However, to take on this challenge, it is essential to also project the extended forecast in order to comprehend what lies ahead in the first five years of this undertaking. For now, STAGE will seek to project the strategic period based on minimizing cost increases wherever possible while increasing revenue through balancing the Equation for Financial Stability. In doing this, we can see some strategic issues and

opportunities for which we can begin to prepare. STAGE will update the strategic plan each year with actual performance and extrapolate and course corrections that become relevant.

If STAGE is successful, it will look something like this:

EXHIBIT L Five Year Strategic Period Key Elements						
Five Year Strategic Element	Current	Year One	Year Two	Year Three	Year Four	Year Five
						Anticipated Balcony Restoration
<b>Attendance &amp; Ticket Sales</b>						
Average Ticket Price	\$ 12.00	\$17.50	\$21.00	\$24.00	\$ 25.00	\$25.00
Average Tickets/Event	333	350	420	504	550	575
Available Seating	600	600	600	600	600	1000
<b>Financial Stability</b>						
Theatre Operating Costs		\$58,246	\$74,983	\$86,230	\$99,165	\$57,020
Management Cost		\$31,750	\$36,513	\$65,989	\$75,888	\$43,635
Total Expenses		\$89,996	\$111,495	\$152,220	\$175,053	\$100,655
Gross Revenue		\$90,905	\$109,086.00	\$130,903	\$142,851	\$74,671.96
Net Revenue		\$32,659	\$31,190.80	\$13,429	\$14,655	\$7,660.37

In this representation of the strategic plan it is easy to see how the overarching strategy unfolds. The Theatre will undergo a major construction project to restore the balcony. Any favorable margin, must be accumulated to offset the deficit that will be integral to the major capital project (restoration of the balcony). STAGE must be ready during the third year to make application for a significant grant(s), in order to implement the actual project in the fifth year. Monitoring and protecting contingency, year to year, until this hurdle is successfully negotiated will be essential. This will shape just about everything: fund raising, cash flow management, marketing strategies, volunteer recruitment and ultimately the promotion of a grand opening. (See also the Condition of the State Theatre Building & Facilities section).

It is also apparent that adding compensated positions (Facility Superintendent) in the second and (Managing Director) in the third years will stretch resources and stress contingency back-up. It will be much easier to incorporate these two positions if STAGE can optimize revenue to off-set. Some funds have been incorporated to allow this, but not enough to hire the caliber of individual that will be most beneficial. At the presentation of this proposal, STAGE will ease into the obligation of paid employees. Full time paid positions will be dependent upon optimized revenue performance.



## 1. The Condition of the State Theatre Building

Currently the Theatre is in urgent need of significant investment for repairs, updates, renovations and restoration. Without investment, it is unlikely that the Theatre can survive long term and may be on a finite path to unfortunate consequences. The City does not have the funds to make these investments. It is unlikely that any increase in revenue can out-pace this need. The Theatre needs a much more comprehensive plan to save it and to recapture its beauty and majesty. If it is to truly become the Jewel of the downtown district, it must be “polished up” quite a bit!

The exterior facade has been restored as a result of a grant obtained for that purpose. But that is not the sum of what is needed to restore the Theatre to full usefulness, safety, convenience, beauty and modern facilitation of programming. The list of projects is extensive. It would be ideal to have the funds to just conduct the work right now before the programming agenda has been expanded and momentum has been established. The funds are not readily available to do this. Consequently, STAGE will manage the work around the revenue/utilization schedule for optimum outcome – it will never be ideal.

In order to attack this huge challenge, STAGE has compiled a comprehensive list of the investments. Once the list was compiled, the most current estimate of costs to complete the work was added. Then based upon urgency, audience enticement, marketability and glory, the investments were prioritized. Exhibit M is the list with all of these elements included and sorted on priority.

The total investment shown on this list is \$2.76M. However, since the building is old and there are most likely surprises, it is prudent to have a contingency fund. STAGE would recommend at least a 10% contingency which brings the total to \$3M. This is likely a good number from which to conduct planning and analysis. The average annual investment is around \$600K/year over the five years of the strategic plan. If the revenue plan is exceeded, it is possible STAGE may be able to establish a Capital Fund that can help with some of the elements and/or ensure that work can continue as required even after the bulk of the work is complete. But it is naïve to imagine that revenue alone can ramp up to accomplish this slate of work in a timely manner. Delays to some of the projects represent exacerbation of the threat to the Theatre. STAGE has two major strategies to help with this set of requirements (see also Financial Stability Section):

- Donations from Theatre Benefactors
- Capital Grant(s)

If the priorities are laid out over the strategic period, a plan begins to formulate. The most urgent projects could be initiated within a year with the help of the Oroville Community. Work on the Theatre must be woven into the performance schedule. If the entire slate could be commissioned all at once it is conceivable that the Theatre could be dark for more than a year. This would be a difficult loss of revenue, enjoyment and a risk to momentum. But it would be a risk to all of these *prior* to establishing significant momentum. Funds are simply not available to do this.

As it turns out, it may not be the most advantageous concept of handling the renovations, albeit it would be the most simple. Conducting the work while utilizing the Theatre is far more complicated, will require careful and diligent planning and cooperation, but may prove to have an upside amid the adversity.

The community can “see the progress” as we go. This could prove to be encouraging and a constant reminder of both the urgency and the need to get involved either with donation or by volunteering to help the cause. It also allows the community to literally see their dollars go into the Theatre month by month, year by year.

However, eventually, it will be necessary to close the Theatre for the extensive balcony project. This too can become an opportunity. Even though the threat to revenue cannot be minimized, it can be an exciting prospect to close it down and then have a grand opening event when it is complete. Recognizing this situation can allow for planning and optimal negotiation of the circumstances. STAGE will conduct a SWOT (*Strengths; Weaknesses; Opportunities; and Threats*) analysis and include the City in navigating the best plan when the time arrives.

Meanwhile, the comprehensive list will require balancing the work that can be afforded early on with the growing performance agenda over the period. The time table for the balcony retrofit will be self-dictating because of the funds required. Fortunately, right now, there is no demand to increase the Theatre capacity to its full complement of 1000 and there are more urgent priorities.

Until the current capacity of around 600 attendees is *routinely* maximized, it may be premature to initiate the retrofit in spite of other pressing needs. As STAGE adjusts the strategic plan year to year, as the revenue grows and demand for seating capacity increases, it is likely that the optimal time will become self-evident. Currently, the strategic plan indicates that around year five, the attendance levels may rise to place pressure on this need. The City and STAGE may well wish for the *timing* and not the *funding* of this major renovation project to be the priority.

There is a hazmat issue that will confront renovations fairly soon. Before encountering problems haphazardly, it is prudent and advisable to get a current assessment<sup>14</sup> and an estimate for the removal of biological materials that are known threats as soon as possible. The biological material will interfere with the next priority after the assessment: the update of the stage lighting.

During a recent concert, there were problems with the lighting. It is old, vulnerable and absolutely necessary. Stage lighting is critical. This must be corrected before it literally interrupts the Theatre program agenda and negatively impacts revenue.

The next priority is the roof. Although some of the roof was replaced, it was only a partial repair at the time. A small leak could be tolerated of course. But the roof is protection for the entire building and should be replaced to ensure that it has integrity. A large leak could spell disaster. City has stated that it will assume responsibility to continue and complete this repair.

Repairing the holes in the auditorium ceiling is of relatively small cost, but it is an aesthetic and it detracts from the impression that the auditorium makes. It is a small repair that has important implications. It could be delayed to allow another priority to supersede but delaying it doesn't amount to a huge savings

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<sup>14</sup> City has stated most recent hazmat assessment will be made available. This will be useful but may not be sufficient – depending upon the date and the conclusion of the report.

in the immediate list of urgent priorities. It is likely that this will involve a hazardous material abatement – which is likely the cause of the damage.

Here follows (next page) the list of capital projects for the Theatre, the assessed priority, description and project cost estimate

**XHIBIT M**  
**Oroville State Theatre**  
**REPAIR, UPGRADE, RESTORATION and RENOVATION**  
**Requirements**

Priority	Requirement	Urgency/Description	Est Cost
1	Hazmat Assessment	Understanding the prospects is essential to undertaking of ANY work on the Theatre! 5-15K	\$15K
2	Lighting System	Light control board and dimmer controls and add in XLR cabling to use LED lights AND the original chandeliers in auditorium 40 + 10; including anticipated hazmat mitigation	\$90K
3	Roof	Protection of the Theatre; represents a risk to the Theatre; main auditorium \$40K and stage \$20K	\$60K <sup>15</sup>
4	Holes in the Ceiling	Auditorium ceiling has holes that need to be patched; city has scaffolding; see roof because we need to know what caused the holes 5-10K	\$20K
5	Replace original marquis	Needs to be replicated since we cannot locate the original; plus restoration of the front entrance	\$300K
6	Seating	UA put in rehab/used seating; city reupholstered but now it is worn and 30 yrs old + does not automatically close up for egress emergency exit	\$350K
		Add handicapped capacity (level locations for secure wheel chair placement	
		Original arrangement including reopening the original ducting under the floor 50 to 100K	\$100K
7	Sound System	Replace speakers	\$75K
8	HVAC	6 years old; compromised down from the original plumbing under the floor... (see seating)	\$50K
9	Balcony Retrofit	Not seismically sound, missing fire escape exits and inhibits (if not prohibits) use of additional seating; represents risk and a threat to the Theatre itself	\$1.5M
	Restroom facilities need upgrade + fire escapes	Need to increase capacity before the balcony is reopened	\$50K
10	Upgrade of the under-stage facilities	Dressing rooms and plumbing down there to make it more viable and user friendly	\$25K
11	Restoration of some interior detail	Add curtains and replace decorative work UA took out for the current speaker	\$15K
12	Upgrade of the stage	Reinstate the toilet and sink area off stage which could be possibly handicapped accessible (see also Organ Project)	\$10K
13	Final Detailing	General Restoration of Original Glamor (mural, lobby chandeliers, etc.)	\$100K
TBD	If appropriate Hazmat mitigation	In the event that the Theatre contains Hazmat (such as asbestos) that will preclude any work or necessary work; represents threat to the Theatre itself	TBD
<b>Sub Total without contingency or Hazmat Mitigation</b>			<b>\$2.76M</b>
<b>Plus 10% Contingency</b>			<b>\$3M</b>

<sup>15</sup> This is exterior and City has stated in the RFP that City will cover exterior maintenance.

The capital projects identified on the Capital Plan averaging \$600K per year over a five year period represent a financial obligation that STAGE cannot expect to handle comprehensively without seeking and preparing to apply for a major capital grant. This is targeted for the fourth year of the plan in preparation for the seismic retrofit of the balcony project in the fifth year. Everything has to wrap around this, including the revenue plan. This will be significant impact to the Theatre event programming. However this is identified as a risk and it is represented on the revenue plan.

Prior to this huge project, the priorities indicate that there are four projects that are all of greater impact and must be accomplished as soon as possible. STAGE will seek to accomplish four capital projects: a hazmat assessment; the stage lighting upgrade, the new roof and repairs to the holes in the auditorium ceiling by the end of year one or early in year two. This can be accomplished by a fund raising campaign over the first year of the plan. It will be a challenge, but STAGE believes that the community, its businesses and its residents will step up if STAGE leads the way and asks for help. If feasible, we will seek supplemental grant funds if possible.

Based on priorities, the second year is more difficult and may not be achievable by community fund raising. It will be necessary to ask for help from a more substantial community partner. It will be critical to work with the City Council, City Administration, the City Planning Department and one of the largest development plans on the horizon – the Walmart Expansion Super Store (see also *The collaborative relationship of the business community with the Theatre strategy of this Plan*). However, this collaboration could cover the second year expenses.

By the third year, even balancing the expenses with donations, the need to increase revenue will place pressure on the current limitations of seating in the Theatre. The trend will make capacity an issue by the fifth year. STAGE will need to seek capital grant assistance to launch the most significant renovation and restoration project on the agenda: the seismic retrofit of the balcony and the ancillary elements of this project. This will be \$2M. The sooner this can be undertaken, the less the impact on revenue – yet today, there is insufficient funding to take it on now. This becomes one more balancing act: interrupting revenue when revenue is minimal; getting sufficient funds to conduct the project; getting the project completed prior to capacity becoming the limitation to revenue growth.

Grants can have a critical mass of momentum in and of themselves. As STAGE evolves to be a stronger, prepared, more professional organization; as the community demonstrates its support and commitment to the Theatre; as STAGE demonstrates the ability to plot a course for this comprehensive project; the Theatre gains credibility and the credentials for additional grant programs. It would be ideal to obtain a major grant right now and get the retrofit behind us. But the momentum is not favorable today. Starting from zero is difficult, but once inertia turns in favor of the project, everything will work together to lend impetus to this endeavor.

STAGE has an extensive and detailed fund raising strategy. If it is successful, this plan for the Theatre's capital improvement plan will be achievable over the strategic five year period. The plan is aggressive, however the need for the work ranges from critical to urgent and must be implemented with all due and reasonable haste. The plan layout is depicted in Appendix Item VI where the requirements, funding,

implications and mitigations are laid out over the plan period. STAGE would ask that the City replace the roof as it is exterior maintenance and repair.

## 2. The Collaborative Relationship of the Business Community and the Theatre

Currently, STAGE has long established working relationships with business and organizations that represent the business community, such as the Oroville Chamber of Commerce and the Downtown Business Association. The adjacent businesses, primarily restaurants, have collaborated to remain open on the evenings that the Theatre is open. The STAGE survey (in Appendix) indicates that a large percent of the attendees do frequent restaurants adjacent to the Theatre prior to events.

But this has not been optimized to the mutual benefit of both the Theatre and the businesses. This not only can be improved, it is a pivotal aspect of the “jewel” theory and it is a component of the Theatre contributing to a more vibrant and a more robust economy for the downtown area.

Recently STAGE put on a Valentine event at the Theatre on February 7<sup>th</sup>, 2014 featuring a Carpenter Tribute performance. For this event, STAGE collaborated with the business community of Oroville to offer “goodie bags” to the attendees of the event. In the bags were promotional coupons that the businesses generated on their own to encourage traffic to their particular business or to increase awareness of their services or products. This is an example of a STAGE principle: Theatre and businesses need to work together to mutual benefit!

It is uncertain how successful this initial tactic has been at the publication of this proposal. But the precise outcome is not in this one event, but in the beginning of this collaboration. Once this proposal has been prepared and presented to the City, STAGE will revisit the businesses that participated and assess the level of success for this tactic and work with the businesses to refine the approach, one way or the other, to benefit all.

Additionally, STAGE has compiled a list of businesses in Oroville where there is a direct correlation between success of the Theatre and its benefit to that business. STAGE will meet with these businesses and build a relationship that could generate “Theatre Night” specials, and other forms of interdependent strategies whereby the Theatre and the businesses can leverage each other to greater success.

During the meetings with the adjacent businesses regarding the Valentine Event at the Theatre STAGE discussed the vision of an ongoing collaboration whereby together, STAGE and the businesses seek out ways to highlight and promote the businesses AND turn lights on at the Theatre into a “District Event.” As stated, this will not happen overnight, but it can evolve. Attendees indicate that they would prefer to come downtown for an evening rather than just a show at the Theatre. Prospective attendees indicate they would like to “shop” around prior to the event or have dinner before the event, dessert after, coffee after, go dancing after. Businesses indicate that they would be delighted to be open if there was traffic and business to be had – if there was a return on their investment of being open.

This is a project that needs to bring the Theatre patrons together with the businesses in a productive and mutually beneficial formula. STAGE is already working on that equation and will continue to do so as we proceed. Recently at the Valentine event, the businesses provided coupons intended to draw in Theatre patrons to take advantage of the coupon offer at the adjacent businesses. STAGE will return to the

businesses to survey the success of this strategy and refine it to greater and greater mutual advantage for both the patrons and the businesses. This strategy was well received by both sides of this equation.

The adjacent businesses were eager for the collaboration and recognized the ultimate potential that this collaboration represents to growing and developing a vibrant downtown economy. Absolutely everyone will benefit from this close order drill: the residents of Oroville, the businesses of Oroville, the Theatre and the City. STAGE's advantage in this is established trust and relationships with these businesses that can be quickly leveraged into strategic endeavors – as this most recent tactical event was put together in just three weeks and one day.

Benefit should be reciprocal. The Theatre will become an asset to the City, the community and to businesses. STAGE plans to request that the Oroville City Council require that businesses seeking to create or expand development in the City be asked to make a contribution to the Theatre. An example of this is the Walmart expansion in Oroville to build a Super Store. STAGE asks that the Council stipulate a significant donation to the Theatre by Walmart, Inc. Walmart has a history of generosity toward Butte County in general and a corporate culture of generosity on a global basis. In the grand scheme of the Walmart Philanthropy agenda, \$500K is a relatively small donation for the corporation, but a perfect means of crossing a renovation bridge for the Theatre. Walmart, like any other business will benefit from the stimulation to the Oroville economy that the Theatre's success represents.

STAGE intends to ensure that the Theatre builds and sustains relationships with, and values the businesses of Oroville as their ally in the economic recovery of the City over the coming decades. STAGE believes that this relationship can be mutually beneficial such that as the Theatre prospers and the City prospers and thereby the businesses prosper, it will be smart business to contribute to the long term capital plan for the Theatre and the legacy of prosperity it represents. This is essential.

### 3. Collaboration between community diversity and the Theatre

The Theatre already has passionate and committed user organizations such as the Oroville Concert Association (OCA), the Oroville High School District, Northwest Linemen's College and others. Continuing and encouraging these organizations to use and even to expand their use of the Theatre is key to the success of this Strategic Plan. STAGE is fortunate to have a working relationship with some of these organizations and is eager to develop the same with others, even to explore ways that collaboration can be mutually beneficial to all of the community constituents now and for the future. In fact, the development of this proposal has been done in coordination with BCOE and OCA. STAGE enjoys their full support to keep the Theatre in local hands. STAGE expects to have ongoing support on many levels from any and all of the enthusiastic organization who share a love for the Theatre.

However, the Theatre is often dark and this does not leverage the capital asset to its most cost effective optimization. The Theatre could have many more performance events <sup>16</sup>as well as other uses such as graduations, celebrations or just significant audience venue events. STAGE will seek to honor all the exiting Theatre partners while seeking to find new opportunities to put the Theater to community use. But this will not be enough to achieve STAGE's strategic objectives.

Although there are large wedges of the population that may help boost revenue, there are also other wedges to be considered and valued within the community. In addition to addressing programming that has the broadest appeal, there are interesting and diverse expressions of the community's culture that will illuminate the entire community's understanding of itself and each individual in the community. The population targeted by this expansion includes seniors, children, ethic communities, men and women. Together each of these diversity wedges represents a considerable population target that is not now being specifically addressed.

Exhibit O - Diversity Population Targeting				
Seniors	Children	Ethnicity	Men	Women
11,804	4720*	12,261	26,222	27,360
22%	9%	23%	49%	51%
*Since children are typically brought to such events by their parents, this expansion also includes a parent or guardian for each child which makes this wedge significantly larger than these numbers indicate.				

In the third and fourth years of Theatre operations, STAGE will provide programming targeted at each of these demographic segments. This will expand the revenue potential of the Theatre as well as more fully express the character of the community from which everyone can benefit.

STAGE is forming a Creative Council headed by a Creative Council Director. This Council will seek out segments that can be encouraged to develop projects. This will include working with organizations,

<sup>16</sup> Note this expansion of performances will take time AND will have to be balanced with the agenda of renovation, repair and restoration for the Theatre over the strategic period

schools and individual artists. It is often the case that creative artists are not as versed or adept at the business end of delivering their creativity to the public. They can benefit from a little encouragement, organization and funding to optimize their output. This will be the Council's mission.

In the beginning, the Council will seek out these opportunities and facilitate their use of seed grants such as "Hatch" or "Kickstart". Eventually, once the urgent capital investment have been addressed, STAGE expects to set aside a creative development fund to offer seed money similar to "Hatch" or "Kickstart" for groups or individuals with the potential to put together Theatre Events. When this is possible, the Council will also accept and review applications from schools, groups and individuals; and award funds to projects on an annual basis. STAGE's relationship with the BCOE will help to grow and facilitate this endeavor. This means that the long term strategic plan extending beyond the first five years, will be very exciting indeed!

#### 4. The Image of the Theatre in the County of Butte and beyond

**S**TAGE envisions the Historic Oroville State Theatre becoming a premier destination for any performance presentation in the County of Butte. It should be on a ready list of prospective options for any upscale event and considered for any presentation format event in the County. As previously stated, the initial thrust of the plan is focused on Oroville and Greater Oroville. But this is just the beginning. As the Theatre emerges as the “Jewel” it can become, it is expected to draw from all over Butte County and beyond.

In addition to plans to optimize its use in Oroville, it is anticipated that eventually it will be at the top of the list for any appropriate event’s list of potential venues in the County and even the surrounding areas. This can be accomplished by an ongoing improvement program that will eventually make it technologically modern, user friendly for attendees and producers alike as well as a marketing campaign that will put it into the mental databanks of individuals who make these decisions and seek out ideal venues for their productions. For a single example, Gridley should see the Theatre as their primary choice for performing arts as an entertainment choice and also the venue of choice.

One of the key statements above is to make the Theatre’s technology modern. The plans stipulated in this proposal and in the five year plan will bring the Theatre up to a level – but it will still be significantly outdated for the digital age. Once the revenue is on an incline trajectory, once the costs are self-sustained, once the capital improvements stated herein are achieved, it will be necessary to have an even more advanced plan for the ongoing modernization of the functional aspects of the Theatre.

As shown previously, the potential audience for the Theatre throughout the Greater Oroville Area County is over twenty one thousand tickets. This encourages STAGE to be confident in the five year plan. The potential audience beyond greater Oroville is over eighty five thousand tickets. Beyond Oroville there is also greater competition in Chico and Paradise. However, the potential is not accommodated by the available venues. Consequently, once the Theatre is ready to compete in the broader market place, STAGE is confident that the prospects will be lucrative and sustain the Theatre into the future. Once the Theatre enters this arena, the quality of the venue and the intelligence of programming will become critical.

The five year strategic plan will be revisited each year and updated to reflect accomplishments, new information, new opportunities and new requirements. It is likely that once the immediate major capital grant has been secured, the strategic plan will shift to identify the means to continue to articulate the more advanced requirements that will allow for more demanding programming of events. There may be limits where modernization will conflict with restoration and preservation. Until we can identify these conflicts and assess the optimal path to accommodate both, we can only identify this as future configuration discussion we will need to have and a balance we will need to strike and maintain.

However, the modernization of the Theatre for the optimization of its use throughout the County is a joyous challenge we look forward to once the immediate and urgent challenges have already been met with success. STAGE is eager for this discussion to come!



## 5. STAGE Business Policies & Practices

City has requested respondent provide the following information. As previously stated, STAGE is in the process of reconfiguring the corporation to a more formal and professional business. Details may not be as complete or thorough as they will become. For example, a list of Policies and Procedures has been compiled and is located in Appendix ITEM IV of this Proposal, however not all of them have been prepared. A current copy of the newly drafted corporation constitution/bylaws is included in the Appendix ITEM VII for City's reference. It should be noted that the Bylaws are in the process of a significant revision. City may request further articulation which will be provided as STAGE evolves. Where STAGE has responded elsewhere in the proposal, that section will be referenced.

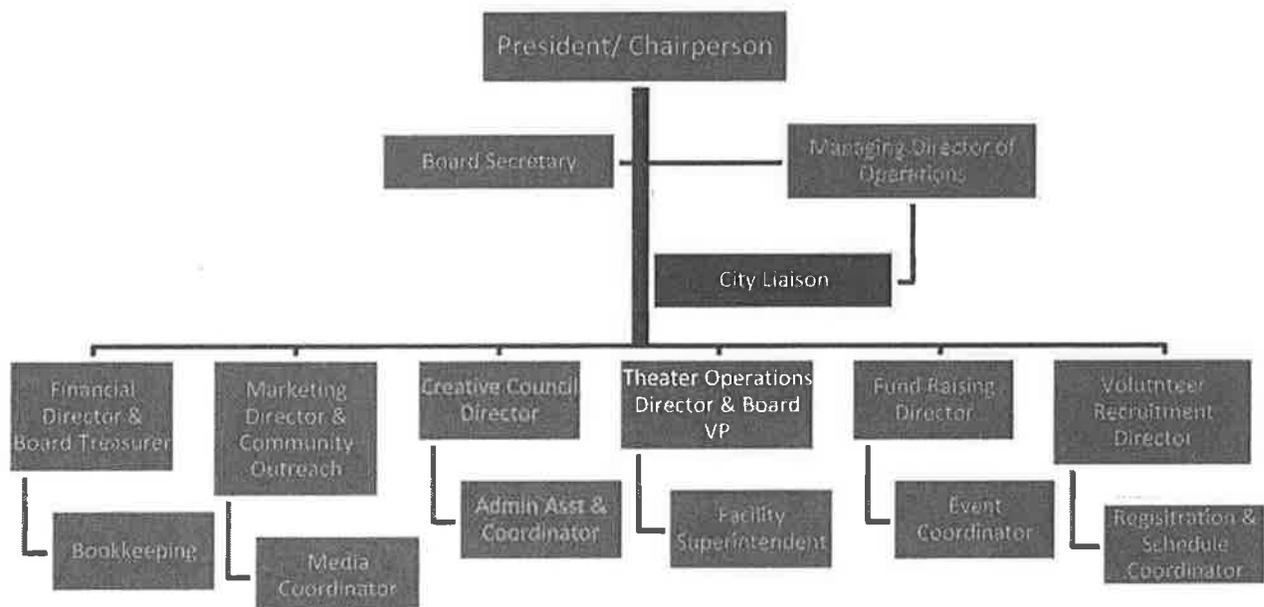
### *Describe how the Theatre will be managed.*

#### Functional Organization

The Theatre will be managed by a Board of volunteer functional directors who assume responsibility for a specific set of obligations, specify and build their volunteer team, organize it, develop and adopt policies and procedures that make the practices of the management team easily understood, transparent and ready to be handed off to subsequent functional directors. Directors will be expected to serve for at least two years; to participate in recruiting their own replacement and then to transition the exchange of leadership.

The entire Board has specific job descriptions, minimum, and preferred qualifications and filling these positions is already underway. Board Members will be energized to tackle this challenge.

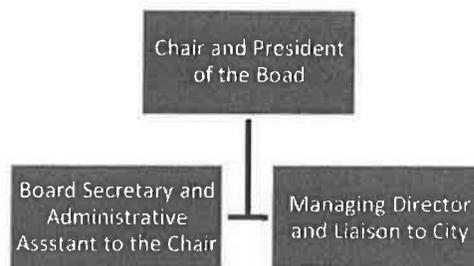
Each Board Director will have at least one assistant who will share the burden of that functional team.



Each Board Director will have a team of volunteers that assume task responsibilities. In virtually all cases, the key to success will be to have "teams" of volunteers who can rotate "on-call" or "on-duty" status so that the burn-out factor can be minimized. Here is the depiction of the Board as shown at the beginning of this proposal:

Here follows an elaboration on how the organization will function to operate and manage the Theatre:

#### STAGE ADMINISTRATION



**BOARD CHAIR** is experienced in general management of large (preferably public or with public fiduciary responsibility), multi-faceted organizations. Must devote at least 8 to 16 hours per week to STAGE business. This individual will be the public face of the Theatre and has presence and poise.

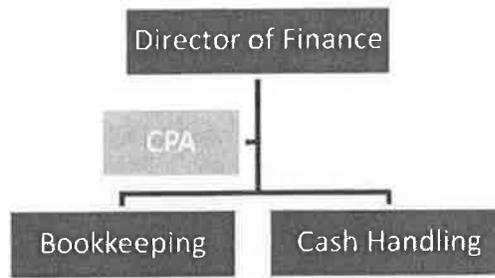
The Board Secretary performs the role of keeping order and records for the Board meetings and actions. This individual is the primary point of organization to which all the directors will report in terms of their records and action items. This individual is experienced in taking minutes; coordination and communication skills and tools and is fairly independently motivated and a self-starter; also the engine behind the scenes for administrative details of the Board. Will devote at least 8 to 16 hours per week to STAGE.

Managing Director will come later once STAGE can "hire" someone full time to run STAGE operations in general and coordinate between all the elements of STAGE and the City as appropriate. Currently, STAGE has hired a professional management consultant to facilitate this transformation. NL Weston Management LLC is currently the acting Managing Director. Ultimately, this individual will have experience in public administration; project management and coordination; preferably in an executive role. Eventually, this is the individual who will run STAGE and tie it all together: art, operations, City, money and image!

#### Additional Volunteer positions:

Two (eventually three) *Executive Support Volunteers* with executive experience and can act as proof readers, concept sounding boards, advisors at large as counsel to the executive administrative team. These individuals will also fill in and back up the Board Secretary to ensure the details of the Board are kept current and organized including Board meeting agendas and minutes.

#### BOARD FINANCIAL MANAGEMENT



The Director of Finance will assume responsibility for the integrity of the books, projecting trends and recommending financial strategy. This individual has impeccable references, a finance background, familiar with fund accounting preferably but certainly familiar with public administration and public finance. Should be able to devote at least 4 to 8 hours per week to STAGE.

The STAGE Bookkeeper needs to have excellent references; high integrity and a background in accounting. Ideally, this individual is experienced with public cash handling policies and procedures. Should be able to devote at least 4 to 8 hours per week to STAGE.

**Additional Volunteer positions:**

Four (eventually six) *Cash Handlers*: These individuals have experience with cash handling procedures in public forums and have excellent references for integrity, reliability and trustworthiness. These individuals may work the box office, fund raising events or concession as required under the supervision of the Director of Finance and/or the Bookkeeper.

**BOARD MARKETING AND COMMUNITY OUTREACH MANAGEMENT**



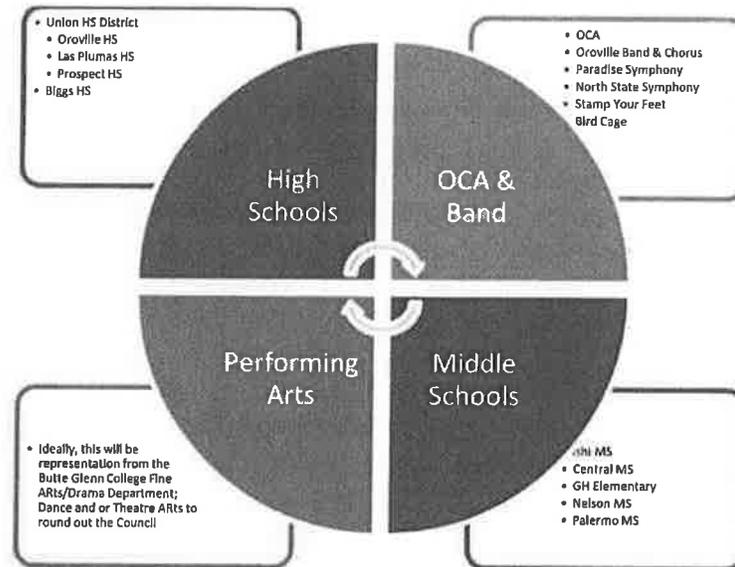
The Marketing Director has a strong background in building an image, communicating a message and public presentation. Ideally they will have a working knowledge of media as well. Should be able to devote at least 8 to 16 hours a week to STAGE (at least until we establish ourselves in the community)

Media Coordinator is someone who is good at coordination and communication to prep and schedule individuals to make appearances, prep and deliver communication pieces including editing and finalizing pieces for print media – so they need to be good at English language, grammar, experience with Microsoft Publish wouldn't hurt and a second language is a real asset! Time as required – so fairly flexible and available

**Additional Volunteers:**

Two Graphic Artists; Two website administrators; Two (eventually three) Copy Writers who take on the preparation of media materials for specific events, such as press releases, flyers, brochures, posters, interview scripts, etc.; and work with the Director of Marketing and Media Coordinator to ensure timely and accurate presentations as required.

## BOARD'S CREATIVE COUNCIL



Creative Counsel Director is a highly art/talent driven position that requires someone with the ability to work with artists but be tethered back to the business of managing a Theatre. This individual has many contacts, a network within the community, especially with the schools as well as with the performing art groups of the community. This individual has experience with grant applications and submission, administering grant details and administering the requirements of grantors. This is expected to take 4 to 16 hours per week depending on the robust agenda of performance projects.

The Assistant to this Director is an individual who is good at details and can keep this creative boat afloat in terms of agendas, schedules, and administrative minutia. This could be 10 to 20 hours a week – at times.

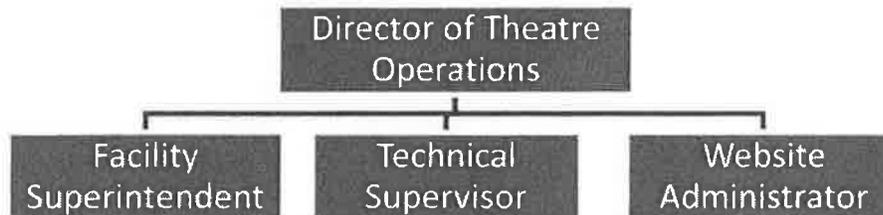
### Additional Volunteers:

Six to eight Council Members

Seed Grant Administrators/Writers: individuals who have some experience with grants/application preparation and submission to assist in finding seed grants and helping producers prepare applications.

Four (and eventually six to ten) volunteer *Producers* take on specific concepts<sup>17</sup> and turn them into productions at the Theater. These individuals have some previous theatric experience, and in the future they will ideally they have some theatric experience... but most of all they need eager can do attitudes, willingness to take direction and a lot of heart!

#### BOARD'S THEATRE OPERATIONS DIRECTOR



Theater Operations Director is an individual who has a theater background and understands the business, facility and coordination of theater events and productions. Must devote at least 4 to 8 hours in the beginning – but at times in the foreseeable future, this could become demanding based on grant requirements, renovation planning, bidding, contracting, coordination, etc. So flexible to the extent that at times, this could be 20 hours per week.

The Facility Superintendent knows the facility, understands the operation of the Theatre and can coordinate, set up, and supervise productions as well as work with contractors to coordinate activities during renovations. This individual is the Theatre’s production supervisor as well as in charge of maintenance and functionality of the facility day to day. This is as minimal as 5 hours per week; but during peak season this could be a full time job and may become a hired and paid position when STAGE can afford to do so.

It is likely that STAGE will add a Technical Supervisor as the technology at the Theatre evolves and becomes more digital and sophisticated.

#### Additional Volunteers

This is the single Largest Crew of Volunteers. The entire crew is at least 42 strong. In the beginning, we can do with fewer volunteers, however, as the Theater increases its utilization and as STAGE increases its productions, this number will move to the higher requirements of at least 68 or more.

Clean up/Janitorial Helpers	12 to 24
Routine Maintenance & Repairs	3 to 6
Ushers	15 to 20
Ticket Sales	4 to 6

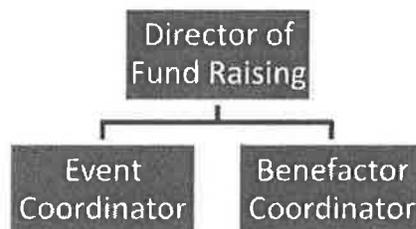
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<sup>17</sup> See Business Policies and Practices Section (#6) of Strategic Plan

Concession Workers	2 to 4
Technical Support	4 to 6
Production Supervisors	2 to 4
Front House Managers	2 to 4

Each of these requirements has general duties and procedures will be written in order to ensure consistency and fundamental requirements are established and sustained performance to performance/year to year.

## BOARD FUND RAISING



The Fund Raising Director has experience in strategic fund raising programs as well as planning and communicating specific events and activities intended to raise funds. This individual has a robust contact book, an established network of connections and an understanding of the businesses of Oroville. This individual is the key to the strategic fund raising campaign. This will be a significant commitment in the beginning until the Theater develops a charter of events, venues, donors, recognition, awards, etc. In fact it may always be at least a 10 to 20 hour a week commitment and more at times depending on the activity and at times, it may be a full time job.

The Event Coordinator must have experience with a complex and detailed calendar and be able to keep many individuals in the loop, conduct tactical meetings and make sure that a thousand details all come together to achieve success; this individual will also update and keep the contact book current and relevant. This is the assistant to the fund raising endeavor and keeps the complexity of the schedule on track. This could demand as little as 1 or 2 hours a week or it could require 20 to 40 hours. It will likely always be variable depending on what's happening in terms of events.

Eventually STAGE will add a Benefactor Coordinator to track and make sure that all benefactors are included, receive their recognition, and given a liaison to the Theatre and STAGE.

### Additional Volunteers

Two to four Event Hosts or Hostesses to optimize fund raising events. These individuals will be greeters, keep the guest book, pass out materials, collect items, conduct raffles and silent auction logistics, etc., and generally facilitate a seamless and successful event.

## BOARD'S VOLUNTEERS



The Volunteer Recruitment Director will plan recruitment campaigns, host events, create and maintain a current volunteer program roster for each of the requirements; and prepare and provide a volunteer orientation (tour and) training; as well as coordinate with the other Directors where volunteers need some form of training before they show up for work. This is probably about 8 to 10 hours per week.

The Registrar, Scheduler and Coordinator is the individual who helps with the details of events and turns “sign-ups” into organized volunteers and coordinates the registry, provides rosters to functions who call for volunteers, and schedules volunteers to show up when needed etc. Could be high commitment in the beginning and then settle into more of a routine task at about 8 hours per week maybe 12 during theater season. This individual needs to be detail oriented and organized.

Each Board meeting each Director will provide a brief report that will include news, updates, status of action items and bring issues to the Board – along with recommendations for solution of problems. These will be entered into the minutes of the meeting and available for audit/review by City upon request.

Two times per year at the convenience of the City, STAGE will report to the City Council on the progress of the Strategic Plan and the Tactical Action Items/Objectives.

STAGE will host and promote at least one and possibly two Volunteer Recruitment Events annually as well as participate in other City events/festivals with a booth to recruit volunteers and/or deliver the message that STAGE and the Theatre need the citizens’ help. Also as STAGE develops its new website and social media networks, recruitment will be a constant theme.

Describe the proposer’s understanding of the City’s project goals for the Theatre and how the proposer will achieve them. [See Strategic Plan section of this Proposal: Goals and Annual Tactical Plan Action Items and Objectives]

***High quality service and unique experience are essential to user satisfaction. Describe the experience your Operating and Management Company will provide users of the Theatre.***

As previously stated a critical goal is to make the Theatre more audience accommodating and restore its historic beauty and relevance. This will enhance civic pride and dignity for the people of Oroville and especially the patrons, benefactors and performance loving audiences.

Audience accommodation begins with modern online interactivity for ticket purchases, theater bookings, event calendar, community involvement and volunteer recruitment. This will help bring the Theatre into the 21st Century and make interacting with the Theatre convenient and user friendly.

Audience accommodation includes making The Theatre itself more comfortable and inviting. Over time the facility seating, restrooms, ADA compatibility, acoustics and lighting all will be improved. As a component of increasing revenue, the Theatre will benefit from having digital programming in terms of lighting, sound and video. This has virtually no horizon. As the Theatre is more successful it can install enhanced listening for the hearing impaired and Braille programs, etc. The Theatre could have a projection of sign language to the side for the deaf community's full enjoyment.

Currently, it will enhance the experience to replace the Theatre seating which is getting old and in some cases mended with duct tape. It would be convenient if the restrooms could easily accommodate the crowd during intermission. This will be a process of enhancement on a priority basis.

Higher end programming will be well received so long as the ticket price is reasonable and it does not negatively impact net revenues. As we evolve the financial stability of the Theatre, this will become more of the standard fair for Theatre events. Having some very high end events on occasion will be well received by segments of the comprehensive audience and generally providing programming that reaches the community's breadth of diversity in taste, culture and language will be of benefit.

*• Please describe (a.) how the operating and management function will be organized including information on the on-site management team; (b.) how the management team will report to the City, including format and frequency; and (c.) the functions performed by the management team.*

[See above section titled Functional Organization and Strategic Plan]

*• Provide a sample of the proposed operating and management agreement and the fee structure between the proposer and the City.*

[See STAGE Proposal to City]

*Suggest strategies that the City can use to measure operational performance of the Theatre.*

[See Strategic Objectives stated throughout the Strategic Plan Section and Strategic Goals below; also see Annual Tactical Plan Action Items and Objectives]

*Describe how Theatre staff will be recruited, organized, and trained. Provide the listing of number and titles of full-time employees used in the operation of the facility. Please be provide a time-line with proposed start dates for key staff members including the General Manager, the Business Manager, the lead event coordinator, and other management positions.*

[See above section titled Functional Organization]

*Describe the proposed approach to overall operational plan. Propose an organizational chart for the facility showing divisions, departments, manager titles, and worker classifications. The chart*

*should show the direct reporting relationships of the facility to the City. The chart should include and identify anticipated subcontractors<sup>18</sup> to the extent possible*

[See above section titled Functional Organization]

*Provide specific detail concerning how the Operating and Management Company will develop policies, procedures, rate schedules, service pricing, and lease agreement terms and conditions. In an addendum to the proposal, provide a sample of rules and regulations that are provided to users of the facility. Provide a sample of the rate schedules used by all types of events. Provide a sample of a lease agreement, standard addenda, and any documents necessary.*

STAGE will retain the current rate schedule for local group events. As the Theatre use expands beyond local/current users, a new rate schedule may be developed at that time. As the Theatre expands types of programming and or as the technical capability of the Theatre evolves, it may be necessary to present additional rate schedules accordingly.

Policies and Procedures for use and rental of the Theatre will be prepared by the Director of Theatre Operations and presented to the Board of Directors for approval and adoption into practice.

Rates for rental and provision of services will be reviewed annually and any alterations will be proposed by the Director of Theatre Operations to the Board of Directors in the fourth quarter of the fiscal year for approval and adoption into practice in the coming year and will become effective on July 1<sup>st</sup> of the new fiscal year.

The current rates will not be altered at this time, however, applied fairly strictly in order to ensure sufficient revenue to cover the use. Rates for event support will be used to provide token compensation to STAGE volunteers as revenue favorability allows.

Terms and conditions have been added to the current contract to protect the Theatre, STAGE and City. The *Application for Theatre Use and State Theatre Performing Arts Center Contract Addendum-Terms and Conditions of Use* Appendix, Item VII.

*Describe proposed approach to booking and scheduling events at the Theatre in accordance with previously mentioned booking policy, promoting, advertising, and overall marketing of these events. In an addendum to the proposal, provide samples of the booking and scheduling policies and procedures, as well as a sample contract with a facility user for an event.*

The current methodologies will be continued until such time as the STAGE interactive website is launched. The new website will allow bookings to be made online including the *Application for Use*. As for use

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<sup>18</sup> Subcontractor acting as Managing Director currently is NL Weston Management LLC

outside of Greater Oroville, this is expected as the overall marketing campaign evolves. Use by groups outside Greater Oroville that are new use customers and not currently Theatre users, may be incorporated under a revised rate schedule if the STAGE Board of Directors deems it appropriate.

*The Application for Theatre Use and State Theatre Performing Arts Center Contract Addendum-Terms and Conditions of Use Appendix, Item VII.*

In a separate contract, STAGE will work with Theatre Users to develop promotional campaigns. However, STAGE will include any and all events in their routine event calendars, on the Marquee and on their website. If groups develop posters for their events, STAGE will routinely rotate Promotional posters at the Theatre.

*Describe proposed approach for a working relationship with the City of Oroville as it relates to marketing, booking, and scheduling.*

STAGE is eager for a collaborative relationship with the City to ensure that STAGE is meeting the expectations of the Council and the community.

STAGE will work with City as the venerable property owner and landlord. It is essential to establish routine and exceptional means of communications in order for each partner in the relationship to be fully actualized. It is also critical for there to be an appropriate distance in that STAGE intends to solicit donations which are unlikely will be made to the municipality.

STAGE will provide City with the requested 12 days of bookings at no cost for City business events so long as they are not revenue competitive with STAGE; such as sub-let to current or prospective revenue paying bookings. STAGE respectfully requests that City provide notice of expected use dates as soon as possible and STAGE reserves the right to negotiate any date that is competitive with a revenue generating event reservation or a STAGE production.

STAGE recommends a collaboration with City that will result in a memorandum of understanding for overall interactions, obligations and rights; as well as a *scheduling request form* for specific event scheduling. This will make sure that each partner knows what is expected and how to achieve optimal outcomes.

*Describe proposed approach to event coordination, production, staffing, and servicing. Provide a sample event work order for one event. Provide a sample of order forms for exhibitor services provided by the proposer or its subcontractors.*

Currently and since the City has been unable to provide support services, wherever possible, STAGE has been picking up the provision of services. This will continue for the first year (at least). Volunteer positions have been identified, and where appropriate, pre-qualifying experience and/or training will be required. Event teams will be put together that may include as required:

- Ushers
- Ticket Takers
- Technical Support for lighting, sound and stage
- Concessions
- Front House Management

Multiple teams will reduce the stress on volunteers and spread the Theatre schedule over more “shoulders” and reduce the likelihood of burn out.

STAGE will provide support services when requested by the User renting the Theatre at the rates indicated on the Application. STAGE will require STAGE staff to be present at any event and STAGE staff will operate the Theatre equipment unless the user staff is trained and approved by STAGE Facility Superintendent.

STAGE will provide a token compensation to STAGE volunteer staff who provide these services whenever possible within favorable revenue parameters which will be covered by the event use fees.

Technical equipment owned by STAGE and/or other local performance groups will continue to be shared and utilized for the Theatre by Memorandum of Understanding (MOU) between STAGE and the local performance group. Such MOU will be in place before the signing of a contract between STAGE and City.

For additional information regarding provision of Theatre services, see “Operational Services” section of this Proposal below as well as Functional Organization section of this Proposal above.

***Describe proposed approach to facility operation, maintenance, housekeeping, parking, electrical services, and security services: include the ability of proposer to maintain sophisticated technology systems throughout the facility.***

Immediately, STAGE will use experienced staff to provide facility operation, maintenance, housekeeping and technical support – supplemented by an agreement with a technical maintenance and support company capable of conducting the following services to code, warranty, any other regulatory compliance requirements:

- HVAC
- Plumbing
- Electrical

This will be accomplished by offering the business via competitive solicitation in order to ensure that the business will be compliant and cost effective.

STAGE will require that City communicate any restricted parking dates and/or street use restrictions 12 months in advance to avoid competitive use for significant events – that may be “booked” far in advance. If City cannot do this, City will allow STAGE to be a signatory to the approval for such use.

*Describe approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.*

STAGE Director of Volunteer Recruitment will develop policies and procedures for attracting and retaining volunteers including appropriate token compensation when appropriate. In the beginning, currently and for at least the first year, STAGE will not have regular full time employees (FTE) and will not have payroll or payroll services. Eventually and in the foreseeable future, it is likely that FTEs will be required. This will be a major turning point and the appropriate policies, procedures and systems will be developed to allow this in compliance with standard human resource requirements.

Operating expenses, revenue collection, records and accounting practices will be conducted in accordance with state and federal guidelines for the conduct of 501.c.3 corporations and in accordance with federal, state, IRS and Department of Labor guidelines. Records will be kept and maintained by use of Quick Books. Accounting will be overseen by Certified Public Accountant: Matthews, Hutton & Warren and audited by [a firm as yet to be identified] annually and available for City scrutiny upon request.

*Propose a budget approval and internal review process.*

STAGE will present an update to the Strategic Plan, the annual Tactical Objectives and an operating budget for the upcoming year including trend projections. In the event that an unfavorable trend is identified, STAGE will present recommendations for course correction and risk management. This will be presented to the City Council on or about second from last Council meeting of the Fiscal Year. At this presentation, Council may direct specific inquiry, make suggestion and/or identify issues. STAGE will respond accordingly at the final Council meeting of the Fiscal Year, prior to the beginning of the new Fiscal Year and/or within two weeks.

*Describe proposed approach to all food and beverage service. Describe methods that will be employed to ensure the "highest quality" in food and beverage service and actions to be taken if the "highest quality" is not achieved.*

STAGE recently provided alcoholic beverage service at an event with mixed results. The learning from this experiences is that appropriate venues for food/beverage concession is highly selective, dependent upon the target audience and may or may not provide a return on investment.

STAGE has no current plan to provide food and/or beverage service at the Theatre. In the event that this appears to be appropriate, STAGE will oversee the hiring and supervision of an outside professional business with the appropriate compliance license and/or certification to conduct the sale of food to the public.

In the event a user wishes to make provision of food or beverage, all appropriate licenses and/or certifications will be required to be in the hands of the Director of Theatre Operations prior to the event and subject to approval by the Director of Theatre Operations accordingly. If the provision includes alcohol, the user's insurance must accommodate this, they must present appropriate license and permit and may be required to provide security on premises – or STAGE will if necessary and prudent.

No food or beverage will be allowed in the auditorium of the Theatre under any circumstances. No food or beverage concession will be allowed in any other location other than the downstairs lobby and under the supervision of STAGE staff.

All appropriate cleanup will be made to the satisfaction of STAGE Facility Superintendent secured by the use deposit and 10% surcharge on the concession proceeds.



## STAGE STRATEGIC GOALS

**T**his is a summary of everything that has been stated in the strategic plan. It distills down to these critical goals that must be established and sustained over the strategic period. STAGE's success will ensure that the Theatre will be part of the City of Oroville and part of the Community of Greater Oroville, a Jewel in the downtown district and a beacon for the economic recovery of Oroville throughout Butte County and even beyond.

- Establish and sustain financial stability while operating the Theatre for both increased revenue and also covering the local community utilization.
- Develop and proliferate local projects and programs that will continue the cultural interdependence between the Theatre and the community in all its diversity; as well as ensure that future generations see the Theatre as their heritage and responsibility.
- Partner and collaborate with the business community of Oroville – and in particular, the adjacent businesses of the Historic Downtown District to stimulate economic recovery and communal benefit from the image, traffic and interaction between the businesses and the patrons of the Theatre.
- Ensure that the revenue stream of the Theatre's more commercial endeavors are substantial and capable of subsidizing the local groups who currently utilize the Theatre and rely upon its ready and cost effective availability.
- Develop and implement a capital plan that includes a fund raising program as well as grants sufficient to allow reparations, restorations, renovations; and sustaining funds for the Theatre now and long term into future decades.
- Recruit, train and have available a cadre of volunteers whose professional, technical and willing contributions will carry the Theatre's work force requirements forward until strategic paid positions can begin to supplement an all-volunteer organization.



## OPERATIONAL SERVICES

**C**ity has requested that the respondent address the following specific operational services for the Theatre.

In addition to the business of managing the Theatre as stipulated above, STAGE will provide day to day operation services on behalf of the Theatre. The STAGE organization will have a Director of Theatre Operations. This individual will be in charge of the day to day requirements. The Director will not do this alone. A volunteer staff will need to be trained and available for significant periods of the year. (See also section on STAGE Organization - **Director of Volunteer Recruitment**):

### **Booking, Scheduling and Coordinating Events and the Event Calendar**

The primary means of addressing the Theatre in terms of booking event will be through the website (see also **Director of Theatre Operations**). The Director will have a volunteer and a back-up whose contribution will be to respond to the booking requests of the website. Phone contact will be taken by a recorder and the volunteers will respond to the messages as their personal schedules allow. Between these volunteers the calendar will be kept updated and inform the activity of other volunteers. Outlook (or any other similar scheduling tool) can be used by the volunteers as the mechanism to ensure interactive communication and control.

STAGE recognizes that we live in a digital age where the internet is a powerful ally and an excellent tool. One of the best ways to ensure optimization of booking and scheduling of events is for STAGE to revamp its website and conduct a complete redesign to include:

#### *Online Ticket Sales*

Right now ticket sales are awkward and antiquated. Prospective patrons are required to mail in requests to the STAGE PO Box or in person purchase at one of three locations downtown. They can call in to the City phone line which goes to a recorder. Turn around is not spontaneous and this method requires City resources. Individuals take groups of tickets and sell them person to person to facilitate sales. This is also an impact to STAGE resources and volunteers time to facilitate this antiquated methodology.

Although it is always good to create traffic downtown (by selling tickets at downtown businesses), that must be offset by the fact that it most assuredly limits ticket sales. <sup>19</sup>Today, business is conducted online. People are accustomed to be able to do just about everything online. If STAGE seeks to optimize revenue, it must also create a 21<sup>st</sup> century means of securing tickets for Theatre events; and do it in a way that minimizes STAGE resources and volunteer time. Modernizing the website is absolutely essential. Incorporation of an accepted means of payment such as PayPal or a Ticketing Service will be advantageous.

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<sup>19</sup> In fact, the number of actual tickets sold per event with this method indicates this strategy is neither a successful draw to the businesses nor a successful means of selling tickets.

### Booking the Theatre

Ticket sales are not the only problem. If the number of events is going to double and then triple in the coming years, it will be necessary to allow groups to interact with the website based on a registration system that will take a prospective renter to a page that can take their application electronically and calculate their charges objectively, automatically and accurately. It will then notify the Theatre Operations Director and staff of the upcoming schedule of requirements accordingly. Much of the scheduling of events can become fairly automated and even notify the volunteer staff of requirements per event booked.

Exploration of these website redesigns and improvements are already under way. These improvements will be incorporated in increments with a target for the full deployment early in year two. STAGE is seeking to have this done on an in-kind donation basis, but recognizes that this is so essential that it may be necessary to find funds to ensure optimal success. This will be managed forward based on return on investment as the details present themselves.

### Calendar of Events

The Theatre's Calendar of Events should be on-line and used both as a means for the community to keep up with the schedule, but also as a marketing tool projecting into the future. Ideally, major events should be known, scheduled and promoted as much as six months in advance. This allows the community to be enticed, "save the date" and have ample reason to secure season tickets and plan to make the Theatre a part of their plans all year long.

Finally, in this electronic age, STAGE will take advantage of Facebook promotions and Twitter to 'broadcast' events to a following. Consequently, STAGE will engage in a campaign of getting the local groups to "like" the new Facebook page and "Follow" the page events. This has already begun. During recent events patrons have been requested patrons to "Like" our page. There will be a similar campaign for Twitter members. This will allow STAGE to send out messages in addition to being able to showcase messages for those who come downtown (see Marquis Updates and Promotion on Theatre Premises) or visit our webpage(s).

For an all-volunteer team, this is optimal in every because it is electronic work that can be conducted from anywhere and does not require a central location from which to coordinate all of these opportunities!

### Marquis Updates and Promotions on Theatre Premises

In addition to becoming more electronic, the Theatre has other aspects that are manual and crucial: changes to the Marquee on a routine basis and Promotions in the Display Cases. But there is more that can be done and all of it is beneficial to the revenue of the Theatre. The display cases can be more of a "showcase" drawing attention and making sure that they draw passers-by to look at upcoming events.

The Marquee can be updated sharply so that a glance up can inform of the eminent occasion at the Theatre. Eventually replacing the current marquee with the original replication of the blade sign and marquee will make it very attractive in appearance and a source of pride as well as information. Although something STAGE will have to grow in to, preliminary marketing indicates that there may even be other means of using the Theatre itself to promote events. Significant

events may be advertised by tasteful banners on the east wall which is not the most attractive view of the Theatre at this time.

This coupled with a more electronic facilitation for ticket sales and bookings will make the Theatre more responsive, efficient and more in the real time consciousness of the community on a day to day basis.

### **Event Staffing and Facilitation of Events**

It is anticipated that an event requirement report will eventually be an outcome product produced by the Website booking program. But that set of requirements will ultimately have to be staffed for the Theatre to accommodate the requirements. Depending on the booking, a group may provide its own ushers or other individuals to staff some of these event tasks. However, STAGE recognizes that fielding a cadre of trained and readily available volunteers to provide event services will be necessary (See also section below **Director of Volunteer Recruitment**).

STAGE has also added one category that was not requested and that is Technical Support. Most of the groups that book the Theatre do not have their own technical crew. City no longer provides this and it must be available or most groups will not be able to make use of the Theatre.

This also includes the provision of technical equipment that the Theatre does not have. Anyone who rents the Theatre or presents programs will have to equip the Theatre with sound equipment.

#### **Front of House Management & Event Concierge:**

STAGE events will have a designated Front of House Manager who will make sure that everything associated with attendees runs smoothly and seamlessly. These volunteers will be selected for their ability to solve problems and present themselves with poise and graciousness. The Front Manager will be in charge of Box Office, Ticket Takers, Ushers, concession coordination if appropriate, and any other event facilitation such as raffles, handouts, STAGE membership applications, etc.

#### **Box Office & Ticket Takers:**

This service is already provided on a limited basis and will now be extended to cover any event appropriate. Selling tickets and taking tickets at the door will be critical for most events. These volunteers will be trained in STAGE/Theatre procedures for this process as well as ensuring quality assurance criteria for the bookkeeping unit of the organization.

#### **Ushers:**

This service is already provided on a limited basis and will now be extended to cover any event appropriate. Seating guests, answering questions, assisting handicapped guests will be welcoming and optimizes attendee's comfort and enjoyable experience. These volunteers will wear a lapel pin identifying them as well as white gloves to be seen in the dark.

#### **Parking:**

STAGE appreciates the availability of parking in the vicinity of the Theatre and accepts the City's commitment to continue this avail. The convenience of adjacent parking to the adjacent businesses will contribute and facilitate the concept of an evening in the Downtown District, rather than an isolated trip to an event at the Theatre. STAGE would request that this become part of the covenants (see STAGE'S Proposal to City of Oroville). Since parking availability and

Theatre events are interdependent, STAGE requests that consideration be given to any limitation to parking and/or street access restrictions.

**Technical Support:**

STAGE has contacted Butte College seeking students or Staff that are interested in volunteering to make sure that technology necessary for performances are set up, ready and coordinated throughout the performance. These volunteers will be selected based on their knowledge and expertise. Preliminary conversation with the College indicates that there may be some advantages for a collaborative program between the Theatre and the College Departments of Business Information and Technology, Commercial Music, Digital Art and Design. This collaboration may have broad reaching implications for mutual success. It is being pursued with enthusiasm on both sides.

***Event Concession Coordination***

It is expected that some events will be enhanced by concession availability. Concessions might be wine tasting or beverage service at intermission or it may be sales of performer's CDs, DVDs, books or other materials. In the event this is appropriate, there will be six individual volunteers who are trained in procedures for conducting concessions, including coordinating alcoholic beverage license, permits etc., as well as ensuring quality assurance criteria and cash handling procedures for the bookkeeping unit of STAGE.

This was implemented at the recent Valentine event with mixed results. This should not be taken as conclusive, but rather an opportunity to assess what worked and what didn't, whereby the future can be fine-tuned for success. Concessions are not exclusively beverage or refreshment oriented. There are other possibilities such as membership drives, donations, performing artist materials or even Theatre promotional items. This can continue to be explored and evolve accordingly.

***Contracting and Procurement Including Negotiations for Requirements***

STAGE has an experienced public agency contracts and procurement manager to make sure that all services are negotiated and properly procured:

- food and beverage
- security, electrical and utility services, telecommunication and data services
- housekeeping and grounds-keeping
- business services when and if appropriate

At least in the beginning and for the foreseeable future, services and event staffing will be based on the STAGE volunteers. However, in the event that this changes or if compensation for services can be considered, STAGE will ensure that this is properly documented and covered.

Records will be kept and available for City or public scrutiny when and if appropriate. STAGE will provide routine reports to the City Council every six months.

Construction greater than \$45K in accordance with State Contract Law will be properly solicited and contracted in collaboration with the City as the property owner. Since the Theatre is *public property*, all

Capital Projects will be conducted as a Public Project accordingly. STAGE will invite City to collaborate and/or participate in the solicitation and contract approval as their legal obligations dictate.

#### ***Quality Control Documentation***

Each STAGE organization Director will be responsible to establish basic policies and procedures to ensure professionalism, consistency and transparency. This will include all cash handling requirements, bookkeeping and reporting requirements. STAGE will accommodate City and Grant requirements for audit as appropriate and/or required.

#### ***Fiscal Records & Report Services***

STAGE will establish and maintain records and accounts appropriate to conduct business. STAGE will prepare reports as required by the City Council regarding the operational of the Theatre and the management of the business of the Theatre including budgets, sales and revenue, expenses and obligations. On request, provide copies of monthly sales reports on all leads and booked

#### ***Social Networking Accountability***

STAGE will establish an independent website, with online ticket sales, online donations, an event calendar and linked from and to the City site on the Theatre as the City prefers. STAGE will also establish a Facebook page and actively solicit "Likes" and "Followers." STAGE will also establish a Twitter account and use it to make announcements and promote events.



## ONE YEAR ANNUAL TACTICAL PLAN

Over the first year, STAGE recognizes a number of critical elements for success. Many of these have to do with successfully operating and managing the Theatre, but some also have to do with the evolution of STAGE itself positioning STAGE to achieve the strategic plan stated herein. Success of both STAGE's and the Theatre's evolution are interdependent.

This first year will be a year of formulation, definition and evolution of STAGE, as well as the plan. The overarching *goal* for the first year has to be positioning STAGE to come up under the strategic plan and shoulder it forward. In order to do this methodically, a list of action items and measurable objectives have been identified: for the plan and for the organization. By stipulating them, STAGE and the City can monitor the success as we proceed. It is intended that this becomes a means by which both can sustain confidence in progress and success as the relationship between City and STAGE matures.

This Tactical Plan is stated in the form of action items and due dates so that the STAGE Board and the City Council will be able to monitor the progress of STAGE in the first year with increasing confidence that the strategic plan can and will be successful and the Theatre as well as the Historic Downtown District will thrive as a result.

Tactical Action Items/Objectives are presented in a format whereby they can be marked as *accomplished* without equivocation or with a *metric* is assigned to measure a specific target achievement.

Work on some of these Action Items is already underway to achieve a running start at success and in anticipation of successful submission and award of contract. For example, STAGE cannot wait to enlist a volunteer staff to take on the challenges this endeavor will represent. STAGE would prefer to be in negotiations for this contract prior to holding a recruitment event, however if STAGE is fortunate to be in negotiations, the event will be essential. Consequently, preliminary planning is already underway.

The Board will need to assume leadership immediately, a preliminary Board is already assuming their rolls and participating in the ongoing development of this plan, policies and procedures as we evolve. Also, as we close out the current operating year, we are posturing for the coming year and the potential of new requirements such as audited books and greater scrutiny by identifying a secondary Certified Public Accounting Firm to which we can submit our reports for audit.

Policies and Procedures are already in draft and in the possession of the prospective functional directors for review and edit. This is already creating structure and shaping practice as we proceed.

By the time STAGE has successfully completed the Year One Tactical Plan, it is expected that STAGE will have the helm of the Theatre firmly in hand and be ready to aggressively attack the rest of the strategic plan as herein stated.

STAGE will present an Annual Tactical Plan for each year going forward as well as a revised (if and where appropriate) Strategic Plan, with any course corrections necessary for success. Here follows Year One:

**EXHIBIT P - Annual Tactical Plan - Year One**

	Tactical Action Item/Objectives	Target Completion	Commentary
1.	Submit Proposal to City of Oroville	March/28 <sup>th</sup>	In Process
2.	Hold Volunteer Recruitment Event	April/14	In Planning
3.	Conduct Initial Fund Raising Program (overall fund raising will be continual and ongoing)	Q2/14	Detail Strategy Being Finalized
4.	1 <sup>st</sup> Phase Website Revamp -online ticket purchases	May/14	In Design Phase
5.	Orientation for Volunteers (Target at least 50)	June/14	
6.	Establish Audited Books	June/14	In Process
7.	Adopt new By-Laws	June/14	In Process
8.	Hold Elections (expanding the organization/Board)	June/14	
9.	Inaugural Meet of Newly Instated Board	July/14	
10.	Preliminary Schedule for Theatre 14/15 published with target revenue potential for Theatre	July/14	
11.	Form Creative Council- Inaugural Meet	August/14	
12.	Fully Designed & Implemented Marketing Campaign	August/14	
13.	Finalize and Publish STAGE Policies and Procedures	September/14	
14.	Coordinated & Implemented Expanded Programming Plan	Fall/14	
15.	Plan and implement 1 <sup>st</sup> Donor Thank You and Fund Raising Event	December/14	
16.	Conduct Main Fund Raising Campaign (overall fund raising will be continual and ongoing) Target Donations by end of Fiscal Year = <b>\$135K</b> commitment over five year period	Q4/14	
17.	Plan and implement Volunteer Thank You Event	January/15	
18.	Finalize Revamp of Website to full deployment	January/15	
19.	Six Month Report to City Council (if requested by City)	January /15	
20.	Identify Capital Grant Funding Targets and initiate preparations to Apply	March/15	
21.	Achieve solvency of Theatre operations - <b>Net Zero</b> Operating Statement or better	April/15	
22.	Increase utilization of Theatre from 20% to 40% events	June/15	
23.	Achieve Target Revenue Plan for 14/15 <b>\$91K</b>	June/15	
24.	Report to the City Council	June/15	

## **STAGE's PROPOSAL TO THE CITY OF OROVILLE**

**S**TAGE respectfully submits the following proposal to the City of Oroville for the operation and management of the Historic Oroville State Theatre. Proposal may be considered an initial Term Sheet to open negotiations for a Contract between City and STAGE as well as the basis of the Contract between City and STAGE.

City will retain ownership of the State Theatre in accordance with grant requirements and fiduciary obligations to the residence of Oroville.

City will pay any and all taxes in association with the property.

City will obtain permits for and pay fees for permits for any public project associated with the property.

City will sustain insurance for the edifice that will provide fire, earthquake, flood, vandalism and any other coverage appropriate and necessary to maintain the building. Self-insured status is acceptable so long as City will warrant that the Theatre is wholly and completely protected as stipulated.

City will provide use of the Theatre to STAGE without limitation or encumbrance. This includes the box office, the recording, and the website as well as keys, codes and any other requirement for full and complete use and access.

City will participate and facilitate any Public Project repair, renovation or restoration to the facility for which STAGE obtains funding.

City will require a substantial contribution to the Theatre Capital Asset fund by Walmart, Inc. as stipulated herein – and 1% any other significant developer who wishes to invest a minimum of \$10M or more in a project within the City of Oroville.

City will participate in and recognize contributors to the Theatre Capital Asset Fund including but not limited to active participation in presentation of awards Council resolutions as appropriate.

City will agree to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release STAGE, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including the City, to the extent arising out of or in connection with the acts or omissions so long as there is absence of willful misconduct or gross negligence by STAGE in fulfillment of these herein stated endeavors, whether or not there is concurrent negligence on the part of the City.

City will relinquish any and all rights to any fees, charges and/or revenue generated by the Theatre and/or funds raised on behalf of the Theatre.

City will partner with STAGE in the preparation of any grant submission requirements in accordance with timely demands of submission deadlines, etc. However, once granted, the funds will be exclusive to the Theatre Capital Fund and its operation and management.

STAGE will collaborate and work with the City in the preparation of any project bid documents, solicitations or contract preparation and approval for any work deemed to be a "public project."

City will continue in perpetuity the availability of city parking surrounding the Theatre and will consult with and accommodate the Theatre's requirements in the event that the parking accommodations require repairs, renovations or other work that may impact utilization by the patrons of the Theatre.

City will accept responsibility for the exterior of the building to include but not be limited to:

The roof, its ongoing replacement, repair, maintenance

The protection, maintenance and repair of the exterior to include but not limited to façade details, lightening fixtures, awnings, spindle window covers, windows, doors, paint, emergency evacuation compliance, ADA access to the building, etc.

City will provide an inspection and a report as to code compliance for the Theatre; and accept responsibility for bringing the building to City Code requirements as public property including but not limited to:

- Safety requirements for ingress/egress including ADA compliance
- Hazardous Material Assessment and Abatement
- Fire suppression and alarm capabilities

City will provide to STAGE a stipend of \$30,000 per annum for at least but not limited to the first five years. The first payment of stipend will be due at signing of contract; payment thereafter to be made on July 1<sup>st</sup> of the calendar year; the beginning of the City fiscal year.

In exchange for these terms and conditions:

STAGE will provide the insurance *required* by the State of California.

STAGE will allow City a maximum of twelve events for City's internal use at Theatre at no cost:

- STAGE take requested days into consideration, but reserves the right to stipulate what days are available;
- Days stipulated will not be revenue competitive with the Theatre operations and will not be sublet to any current revenue generating constituent of the Theatre or that may become a revenue prospect;
- This will be a donation to the City as property owner in the amount of at least \$6000; however, in the event that STAGE cannot cover Theatre operation costs, City will reimburse STAGE for at least six of the events;
- City will agree to provide all support needed including technical, coordination and clean-up at the Theatre after the event;
- In the event that City prefers to hire STAGE to support City events, City will pay for support;
- This will be based on all other conditions of this proposal being agreeable as stated.

STAGE will assume responsibility to operate and manage the Theatre as stipulated herein; ensure its financial stability; over a five year period, plan and conduct repairs, renovations and restorations as stipulated herein.

STAGE will work with City to conduct appropriate preparation of bid documents, and conduct of competitive solicitation in accordance with California Contract Law and/or any federal or state grant requirements in collaboration with and subject to scrutiny by the City.

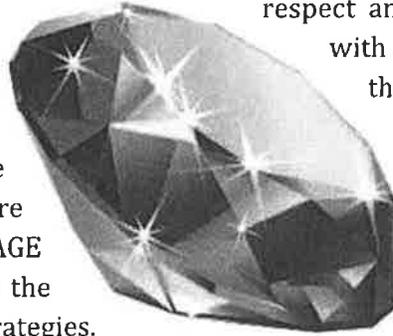
STAGE will provide periodic reports to the City Council (recommend every six months) so that the Council can assess our progress, the viability of our plan and provide advice and counsel.

STAGE will assume responsibility to operate and manage the Theatre for twenty years. However, it may be mutually agreeable to have segments of assessment, adjustment and negotiation included in the contract. This can be more fully discussed at the convenience of City.



## SUMMARY

In conclusion, STAGE recommends that the City of Oroville entrust the Operation and Management of the Historic Oroville State Theatre to the State Theater Arts Guild on behalf of the Oroville community. This mission is completely aligned with why STAGE was created and for what it stands. STAGE will conduct themselves with full respect and consideration of the local groups who currently use the Theatre, with appreciation of the patrons who enjoy the Theatre, in collaboration with the local business community and the comprehensive partnerships that will make this endeavor successful. STAGE recognizes that the organization of the past cannot take on this challenge and therefore STAGE is evolving to become the organization that can. STAGE recognizes that the City appreciates the Theatre as well as the other antiquities of the City – but the financial realities demand new strategies. STAGE will relieve the City of the endless burden of the Theatre and still allow the City to own it and protect it for its citizens. STAGE also believes in the potential of the Theatre to become the *Jewel in the Golden Setting* of the Historic Downtown Area. We know that the City Council understands this and STAGE in collaboration with the Council, the residents and the business community can make this vision a reality. When all is said and done, this will not be the accomplishment of STAGE alone. It will be the concerted accomplishment of the City of Oroville and all of its components working together for a common purpose, a common mission – to the enrichment of all. STAGE will simply lend its leadership and focus and hereby respectfully requests the privilege and the honor of this awesome but noble responsibility. If you grant this request, STAGE will not let you down!





# PROPOSAL APPENDIX

PROPOSAL APPENDIX ITEM DESCRIPTION	ITEM NO.	PAGE NO.
NL Weston Management LLC: Nancy Weston Resume and Professional Bio	I	76
Current Stage Financial Statements	II	81
State Theatre Attendee Survey Results	III	86
List of STAGE Policies & Procedures (in process of development)	IV	96
Theatre Programming Concepts	V	113
State Theatre Capital Improvement Projects and Projected OPTIMAL Schedule of Project Completion	VI	116
Application for Theatre Use and State Theatre Performing Arts Center Contract Addendum-Terms and Conditions of Use	VII	117
Current STAGE Drafted Bylaws (in process of revision)	VIII	123

6272 Jack Hill Drive, Oroville, California; 530 990-0152; [nancy@nlwestonmgmt.com](mailto:nancy@nlwestonmgmt.com)

## Nancy Weston, BSM

### Objective

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Retired and setting sail on a new phase of life - I love to be useful. I have skills and experience to gladly, eagerly share with anyone or any organization that desires to see the possibilities and venture forward! My mission: achieve excellence through collaborative efforts and contribute forever and one day.

### Experience

---

June 1980 to March 1985

**Bentley Laboratories**

Irvine, California

#### Manager, Industrial Engineering

- Design and implement cost effective assembly or process work stations and production lines for medical device manufacturing and packaging
  - Continual cost improvement program equal to or greater than department budget X5 annually
  - Ensure compliance with OSHA and other safety industry standards across manufacturing facility and operations
  - Develop and implement automation, facility and systemic improvements to ensure quality and cost effective operations
- 

March 1985 to September 1989

**Second Source Engineering, Inc.**

Laguna Niguel, CA

#### Owner and Primary Consultant

- Manage consulting business including marketing, sales, contracting, accounting and supervision of all client projects
  - Develop and implement client project plans
  - Recruit talent to fulfill requirements of client company projects
  - Clients:
    - Advanced Cardiovascular Systems, Temecula, CA
    - Versa Flex, San Diego, CA
    - Other entrepreneurial medical device enterprises (complete client list available upon request)
- 

September 1989 to December  
2000

**Medtronic, Inc.**

Minneapolis, MN

## **Vice President and General Manager**

- P&L responsibility for \$150M in annual sales and optimization of profitability accordingly
- Conduct design, development, pilot production and manufacturing operations for the production of coronary and peripheral arterial intervention procedures: balloons, stents, guides and ancillary accessories
- Conduct distribution, sales and marketing for interventional vascular devices worldwide
- Develop and implement plans for strategic alliances, acquisitions and partnerships with affiliate businesses, physicians and community relations agencies
- Design and construct facilities appropriate to conduct operations:
  - 200,000 SF state of the art manufacturing and distribution center in San Diego, including 80,000 SF Class 100 clean room
  - 50,000 SF production facility in Kerkrade, The Netherlands including 25,000 SF clean room

---

January 2005 to June 2006

**The American Heart Association**

Chico, CA

### **Regional Director**

- Conduct Annual Agenda of Fund Raising: \$125K
- Conduct assessment of regional prospects for longevity of operations
- Conduct service, meetings and trainings for affiliated organizations and supporters
- Conduct “Go Red for Women” events and campaigns
- Conduct Stroke Awareness and Prevention Programs and Campaigns

---

July 2006 to January 2007

**The City of Oroville, CA**

Oroville, CA

### **Special Project Manager**

- Develop and Implement Plans to Optimize Oroville Municipal Airport
- Develop and Implement Plans for Environmental Mitigation to Ensure the Success of City Growth Development
- Prepare & Submit Grant to Renovate the Exterior Facade of the Historic State Theater
- Update the Airport Map for the Municipal Airport via Federal Grant

---

February 2008 to February 2013

**County of Butte, California**

Oroville, CA

### **County Contracts Manager**

- Act as County Purchasing Agent on behalf of the Board of Supervisors
- Oversee all County contracting and processes: Procurement; Revenue and Inter-Agency Collaboration
- Write and implement policy, procedure and ordinance appropriate for the County to conduct business
- Execute Contracts on behalf of Board of Supervisors as delegated

- Plan and develop County Logistics Preparedness tool, systems and processes for Disaster Response
- Establish routine readiness, train and prepare County staff to respond
- Conduct critical solicitations, negotiations and contract development
- Conduct County Projects as assigned and required on behalf of County Departments

## Education

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Pepperdine University  
The George L. Graziadio School of Business and Management  
Malibu, California

**Bachelor of Science in Management (BSM) 1981**

## References

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Contact Info and Additional References Available Upon Request

Jon Tremmel, President Medtronic Interventional Vascular, Medtronic, Inc., Retired, Edina, Minnesota

Bill George, CEO and Chairman of the Board, Medtronic, Inc., Retired; Professor at Harvard University, Currently, Lake of the Isles, Minnesota

Debra Cox, Director, Charitable Estate Planning at American Heart Association

Eric M. Teitelman, P.E., F.ASCE, former Director of Community Development & Public Works, City of Oroville; currently Capital Projects and Operations Division Chief for the Fairfax County Department of Transportation, Washington D.C.

Paul Hahn, Chief Administrative Officer, County of Butte, Currently

Grant Hunsicker, Director General Services, County of Butte, Currently

# Weston, Nancy

[nlwestonmgmt.com](http://nlwestonmgmt.com)



Objective: Deliver Excellence! Through Experience, Commitment and Leadership

Education: Pepperdine University, George L. Graziadio School of Business and Management; **August 8, 1981 Bachelor of Science in Management**

Career: Ms. Weston has enjoyed a distinguished career in the field of *Professional Management*, intervening in crises, solving difficult problems, snatching success from the brink of failure and inspiring individual development and team achievement. Ms. Weston is a recipient of the Medtronic, Inc. *Win Wallen* Leadership Award.

Ms. Weston has worked in the aerospace industry and high tech electronics. She spent twenty years in the medical device field: international manufacturing, distribution, sales and marketing. She has conducted business in countries around the world and worked with cross discipline teams on multiple continents. Ms. Weston was Vice President and General Manager of Medtronic, Inc., Interventional Vascular for ten years. She worked with cardiologists to develop new technology, enhance products, and optimize device utilization. These products consisted of balloon catheters, stents and ancillary accessories used to open clogged or collapsed arteries, support and restructure arterial walls in the heart and peripheral vasculature. She also consulted for five years assisting start-up medical device businesses launch their enterprises.

Most recently, Ms. Weston has spent time in the public sector at the municipal and county levels seeking to streamline processes and develop more practical delegations of authority as well as specific projects involving a small municipal airport; preservation of a historical landmark, correctional facility security control system design, development and installation; environmental mitigation. Ms. Weston was instrumental in response to the 2008 Butte County series of fires. Post crises, she developed and implemented emergency response tools, methods, processes and procedures to optimize an agency's preparedness.

Additionally, Ms. Weston oversaw the development and execution of more than 5000 contracts for commercial services, procurement of personal property and inter-agency collaboration, conducting solicitations, negotiations and development of terms and conditions. She also authored policy, procedure and ordinance; trained and implemented new technology, systems and processes.

Ms. Weston's view of management is to bring resources together to optimize outcomes. She believes that people desire to be successful, to achieve greatness and make a noble contribution to their society, community or organization. Everyone can make a contribution. One contribution every endeavor needs is someone to light the way forward, to illuminate the path, then step back and let individuals rise to the level of their own excellence! This is ultimately Ms. Weston's talent and mission!

ITEM II Current STAGE Financial Statement

**State Theatre Arts Guild, Inc.**  
**Financial Report**  
**(Compiled)**  
**Years Ended**  
**December 31, 2013, 2012 and 2011**



**Matthews, Hutton & Warren, CPA's**

Oroville Office • 9227 Myers Street, Suite A • Oroville, CA 95966  
Tel: 530•534•9047 Fax: 530•534•5915  
Paradise Office • 5973 Almond Street • Paradise, CA 95969  
Tel: 530•877•6793 Fax: 530•877•6088  
Website • www.mhwcpa.com

**ACCOUNTANT'S COMPILATION REPORT**

To the Board of Trustees of  
State Theatre Arts Guild, Inc.

We have compiled the accompanying statement of assets, liabilities, and net assets—cash basis of State Theatre Arts Guild, Inc (a nonprofit corporation) as of December 31, 2013, 2012, and 2011 and the related statements of revenues for the year ended December 31, 2013, 2012 and 2011. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide an assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the organization's financial position and changes in net assets. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to State Theatre Arts Guild, Inc. (a nonprofit corporation) for the years ended December 31, 2013, 2012 & 2011 because we performed certain accounting services that impaired our independence.

  
Matthews, Hutton & Warren, CPAs  
February 18, 2014

STATE THEATRE ARTS GUILD, INC.  
(A Nonprofit Corporation)  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS  
DECEMBER 31, 2013, 2012 and 2011

ASSETS	<u>2013</u>	<u>2012</u>	<u>2011</u>
Current Assets			
Cash	\$ 26,665	\$ 21,858	\$ 24,905
Total Assets	<u>\$ 26,665</u>	<u>\$ 21,858</u>	<u>\$ 24,905</u>
 LIABILITIES AND NET ASSETS			
Current Liabilities	-	-	-
Long Term Liabilities	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
 Net Assets			
Unrestricted	23,529	21,947	27,849
Temporarily Restricted	3,136	(89)	(2,944)
Total Net Assets	<u>26,665</u>	<u>21,858</u>	<u>24,905</u>
Total Liabilities and Net Assets	<u>\$ 26,665</u>	<u>\$ 21,858</u>	<u>\$ 24,905</u>

See accountant's compilation report.

STATE THEATRE ARTS GUILD, INC.  
(A Nonprofit Corporation)  
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS  
FOR THE YEARS ENDED DECEMBER 31, 2013, 2012 AND 2011

	Temporarily		COMBINED		
	<u>Unrestricted</u>	<u>Restricted</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
<b>Revenue</b>					
Organ Fund Donation	\$ -	\$ 5,738	\$ 5,738	\$ 4,302	\$ 1,035
Memberships	7,720	-	7,720	5,970	8,687
Ad Sales	460	-	460	-	-
T-Shirt Sales	60	-	60	1,189	-
Donation	5,603	-	5,603	-	-
Tickets	8,730	-	8,730	6,360	11,326
Other Revenue	-	-	-	227	152
<b>Total Revenues</b>	<u>22,573</u>	<u>5,738</u>	<u>28,311</u>	<u>18,048</u>	<u>21,200</u>
<b>Expenses:</b>					
Advertising	4,713	-	4,713	5,392	2,716
Bank Charges	27	-	27	12	74
Performance Equipment	3,885	-	3,885	-	-
Dues and Subscriptions	99	-	99	99	99
Legal and Professional	-	-	-	25	-
Meals	545	-	545	284	-
Organ Moving Expense	-	-	-	-	2,640
Organ Insurance Expense	-	2,513	2,513	1,447	1,339
Performance Fees	6,024	-	6,024	7,604	10,780
Postage	124	-	124	166	108
Printing and Production	2,098	-	2,098	3,551	1,672
Rent	3,000	-	3,000	2,250	-
Supplies	477	-	477	264	857
<b>Total Expenses:</b>	<u>20,992</u>	<u>2,513</u>	<u>23,504</u>	<u>21,095</u>	<u>20,285</u>
<b>Change In Net Assets</b>	1,582	3,225	4,807	(3,047)	915
<b>Net Assets, Beginning of Year</b>	<u>21,947</u>	<u>(89.00)</u>	<u>21,858</u>	<u>24,905</u>	<u>23,990</u>
<b>Net Assets, End of Year</b>	<u>\$ 23,529</u>	<u>\$ 3,136</u>	<u>\$ 26,665</u>	<u>\$ 21,858</u>	<u>\$ 24,905</u>

See accountant's compilation report.

### ITEM III - SURVERY RESULTS

This survey was handed out to Theatre attendees. 697 surveys representing 1382 individuals<sup>20</sup> Surveys were sorted and reviewed for duplications which were tossed from the summary. Surveys were collected at three State Theatre events in November and December 2013, tabulated by Wayne and Lisa Wilson of OCA. STAGE thanks the Wilsons for their work on this project!

The results in summary indicate that the Theatre is currently serving a narrow age group. That to the current attendees, the Theatre is their primary draw to the downtown area. Patrons routinely have dinner at adjacent businesses. There is a draw from outside the City of Oroville, but it is not broad enough and the majority of Theatre patrons are in the higher income brackets of the City. This was the first survey conducted to better understand the market. It will not be the last. Every survey will teach us something that will help us better serve and grow revenue.

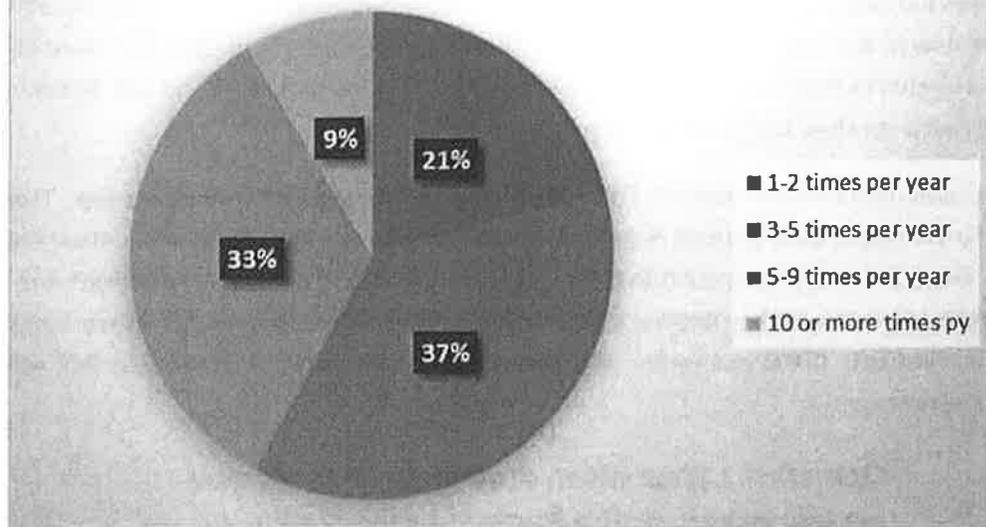
#### **Question 1 How often during the year do you attend events at the State Theatre? (please check one)**

1-2 times per year	163
3-5 times per year	290
5-9 times per year	258
10 or more times per year	68

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<sup>20</sup> Single survey representing multiple individuals indicated by responds to ages in group question

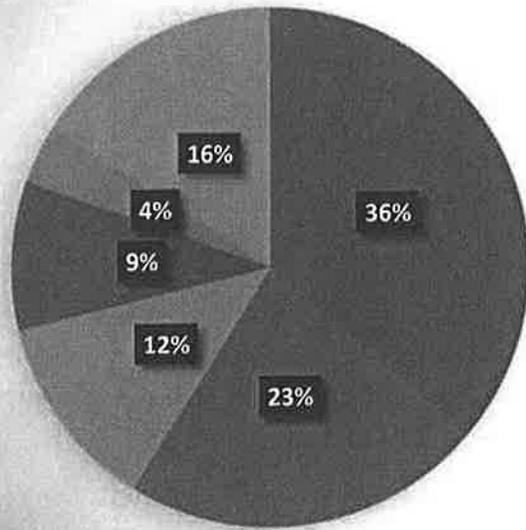
## How often do you attend events at the State Theatre?



### Question 2 Which events do you attend? (check all that apply)

Oroville Concert Association	722
Oroville Community Band and Chorus	452
School Programs/Graduations	244
Church Programs	185
Service Club Events	74
Dance, talent or music programs	314
Silent Movies	
Tong Fong Low celebration	
STAGE	
Fiddlers	
Special Speakers	
Historical Society Ishi Event	
Musicals/Plays	
North Valley Symphony	
Kathy Neal Plays	
LPO Band Events	
Organ	
Christmas	
Circus	

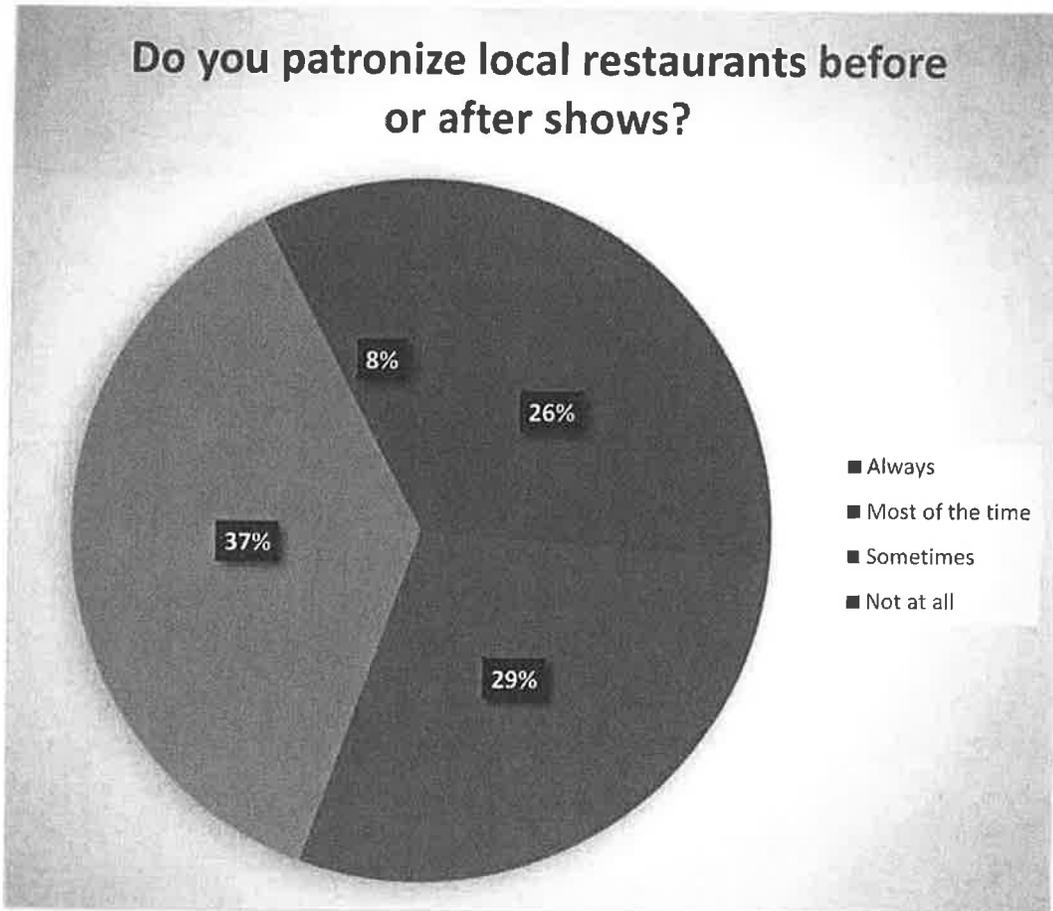
## Which events do you attend?



- Oroville Concert Association
- Oroville Community Band and Chorus
- School Programs/Graduations
- Church Programs
- Service Club Events
- Dance, talent or music programs

**Question 3 When you attend an event at the State Theatre, do you patronize a local restaurant**

Always	213
Most of the time	237
Sometimes	299
Not at all	62

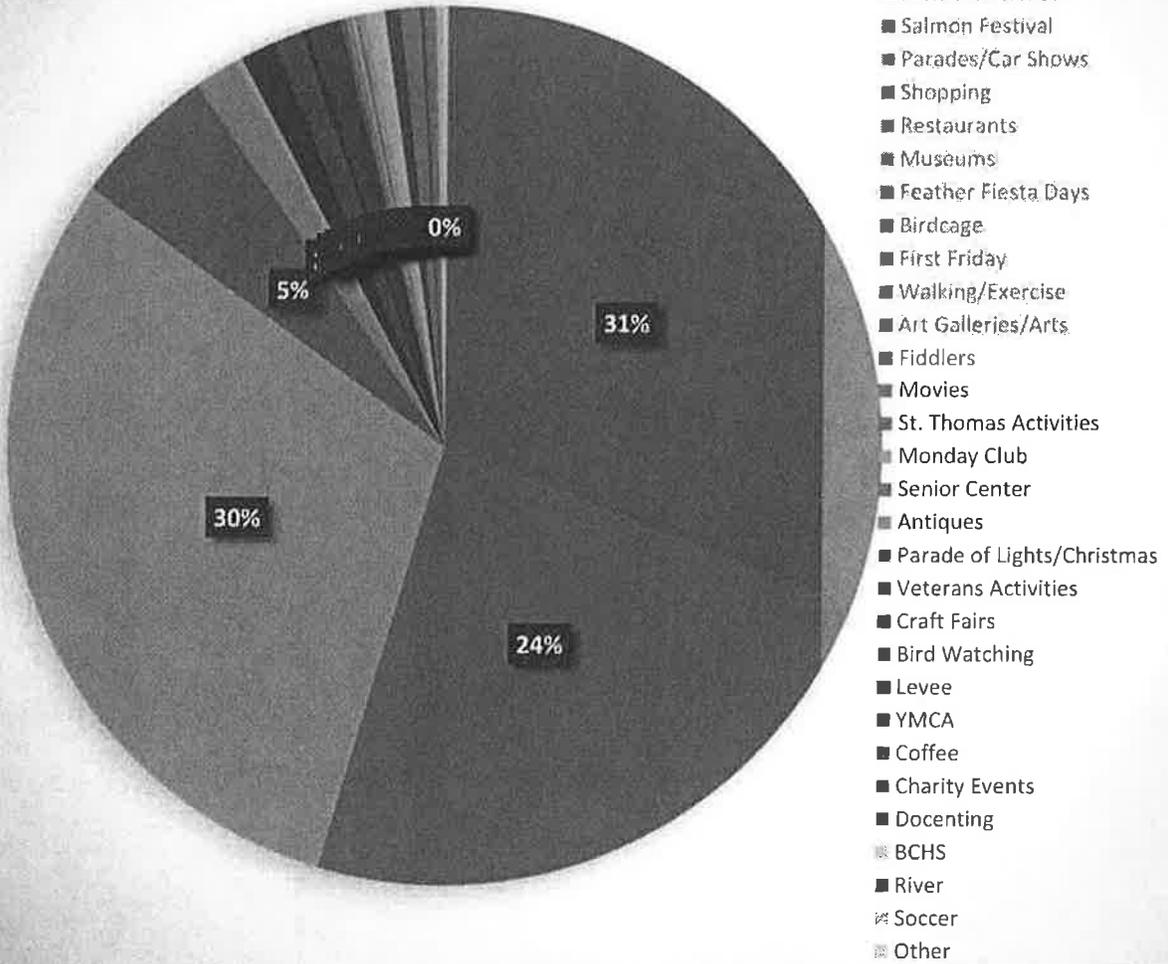


**Question 4 What other activities bring you downtown? (check all that apply)**

Farmers Market	532
Salmon Festival	407
Parades/Car Shows	523
Shopping	64
Restaurants	24
Museums	4
Feather Fiesta Days	13
Birdcage	6
First Friday	17
Walking/Exercise	5
Art Galleries/Arts	9
Fiddlers	4
Movies	2
St. Thomas Activities	2
Monday Club	1
Senior Center	4
Antiques	2
Parade of Lights/Christmas	3
Veterans Activities	3
Craft Fairs	5
Bird Watching	1
Levee	1
YMCA	1
Coffee	5
Charity Events	1
Docenting	1
BCHS	1
River	1
Soccer	1
Other	3

(Chart next page)

## What other activities bring you downtown?

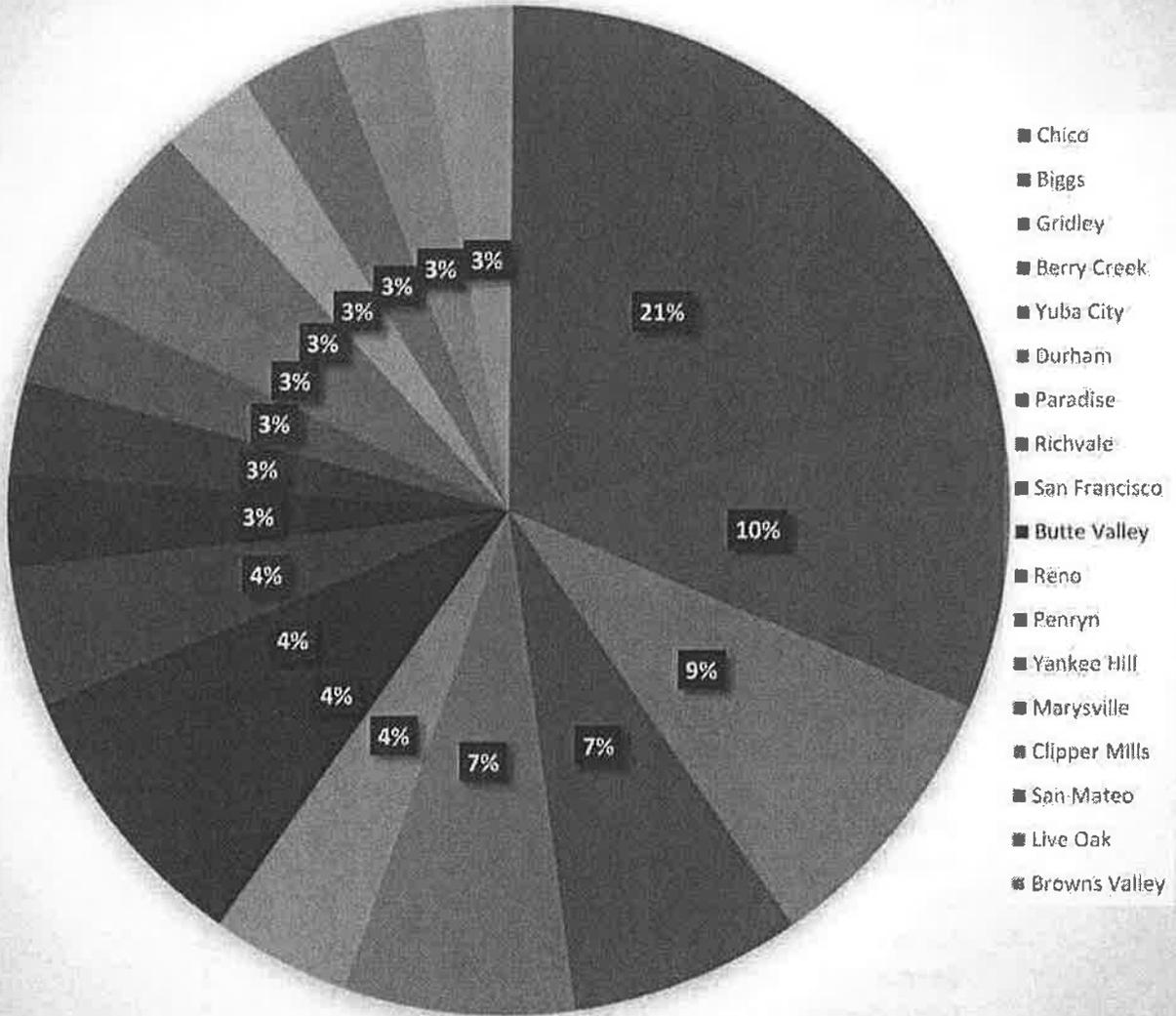


**Question 6B If not from Oroville which city are you from?**

Chico	14
Biggs	7
Gridley	6
Berry Creek	5
Yuba City	5
Durham	3
Paradise	3
Richvale	3
San Francisco	3
Butte Valley	2
Reno	2
Penryn	2
Yankee Hill	2
Marysville	2
Clipper Mills	2
San Mateo	2
Live Oak	2
Browns Valley	2
Fresno	1
Sacramento	1
Modesto	1
Santa Cruz	1
Hayward	1
Los Angeles	1
Olivehurst	1
El Centro	1
Dorris	1
Glenn	1
Bangor	1
Citrus Heights	1
Bend, OR	1
Mt. Pleasant, SC	1
Thayne, WY	1

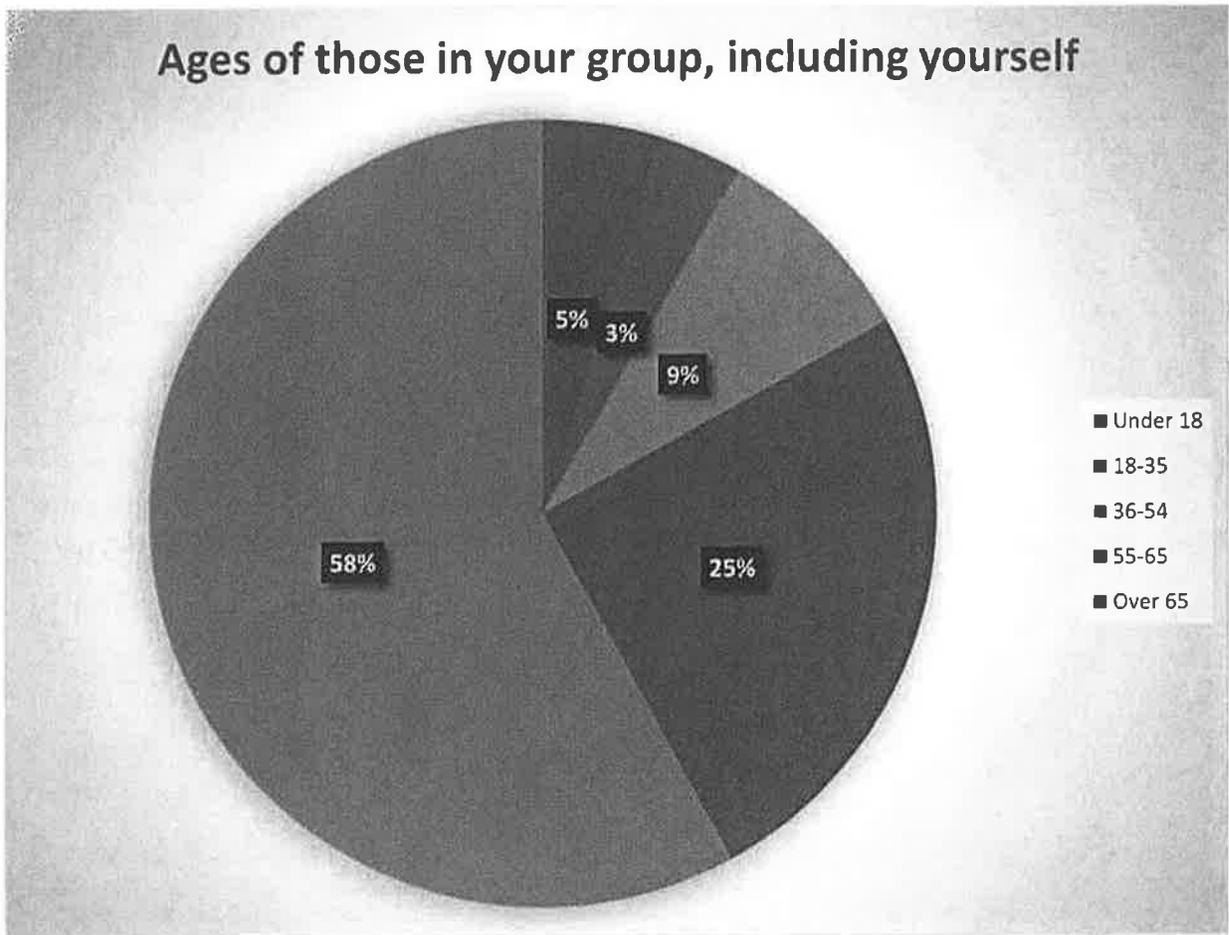
Chart on Next page

# Which city are you from?



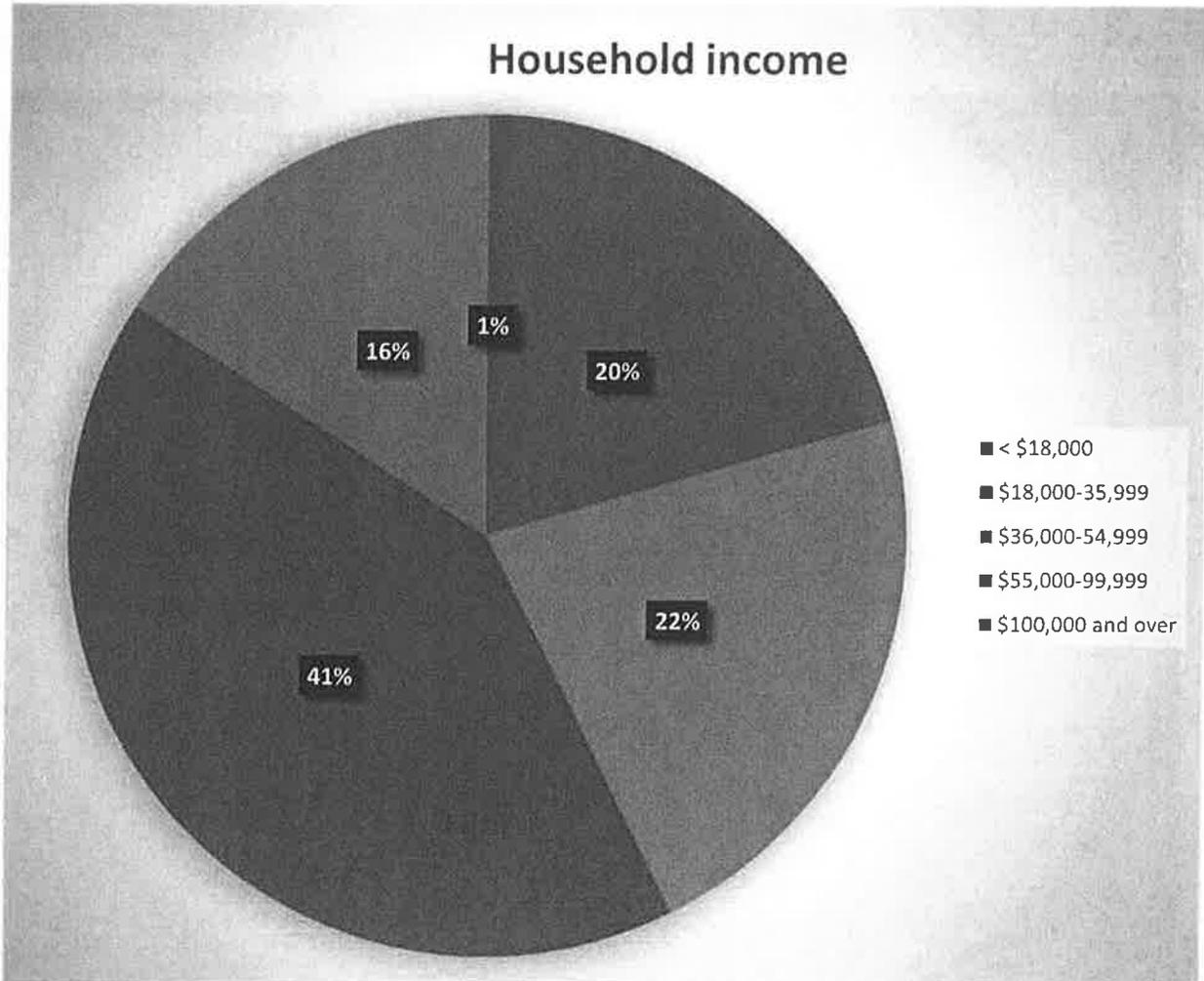
**Question 7 What are the ages of the people who attended the Theatre events with you (including yourself)**

Under 18	23
18-35	17
36-54	42
55-65	122
Over 65	281



### Question 8 What is your household income

< \$18,000	2
\$18,000-35,999	55
\$36,000-54,999	61
\$55,000-99,999	115
\$100,000 and over	44



NOTE: There were additional questions and a comments section. If requested, STAGE will provide the entire results for City's review.

The survey was an informal instrument and the collection process does not indicate the rate of returned surveys.

## ITEM IV - PRELIMINARY DRAFT OF P&P

### STAGE POLICIES & PROCEDURES

By

FUNCTIONAL ORGANIZATION

The following draft of Policies and Procedures is deemed necessary to conduct business by STAGE in the Operation and Management of the Historic Oroville State Theatre on behalf of the City of Oroville and Community.

The draft of these policies and procedures are drafted by NL Weston Management LLC and provided to each Functional Director to be accepted and recommended to the STAGE Board of Directors for adoption. Target completion for this set of tasks is September 2014. Policies and Procedures will be subject to the revised Bylaws once adopted by the Board of Directors.

The overarching purpose of these Policies and Procedures is to delineate and specify the conduct and practices of STAGE to new participants, to subsequent generations of Boards and volunteers such that the business of STAGE is consistent, transparent and maintains the highest public fiduciary integrity.

## INDEX OF POLICIES AND PROCEDURES BY FUNCTION

### Administrative Policies and Procedures

- Scheduling, Notifications, Agendas and Minutes for Board Meetings
- Soliciting, Interviewing, Hiring and Management of Position: Managing Director
- Liaison with City of Oroville
- Public Presentation and Image for Board of Directors
- Record Requirements, Storage and Retention (except Financial Records)
- Communication with STAGE Membership
- Conducting STAGE Elections, Resolutions, Approval and Adoption

### Financial Management and Accounting Policies and Procedures

- Soliciting and Hiring of Certified Public Accountants
- Record and Retention of Financial Documents and Reports
- Cash Handling
- Bookkeeping
- Cash Management & Investment Strategy

### Marketing and Community Outreach Policies and Procedures

- STAGE Image Guidelines
- Historic Oroville State Theatre Promotion Image & Presentation Guidelines
- Media Guidelines
- Social Media Guidelines

### Creative Council Policies and Procedures

- Selection and Terms of Council Members
- Community Interaction Guidelines
- Application and Management of Creative Project Grants and Guidelines (see also Fund Raising)
- Proposal of Theatre Programming Guidelines

## Theatre Operations Policies and Procedures

- Theatre Administrative Policies and Procedures

  - Rate Schedule Policies and Procedures

  - Booking Contract Terms and Conditions

  - Procurement of Goods and Services Policies and Procedures

  - Box Office policies & Procedures (see also Financial Cash Handling)

- Facility Policies and Procedures

- Front House Management Policies and Procedures

- Technical Policies and Procedures

- Annual Scheduling Policies and Procedures

## Fund Raising Policies and Procedures

- Communication Policies and Procedures (see also Marketing and Community Outreach)

- Definition, Qualification and Administration Benefactor Policies and Procedures

- Event Management Policies and Procedures (see also Financial Cash Handling)

## Volunteer Recruitment, Supervision and Compensation Policies and Procedures

- Recruitment Policies and Procedures

- Volunteer Solicitation Policies and Procedures

- Training Policies and Procedures

- Compensation Policies and Procedures

## Administrative Policies and Procedures

- I. Scheduling, Notifications, Agendas and Minutes for Board Meetings
  - A. In accordance with the STAGE Bylaws, the Board Secretary will publish the schedule of STAGE Board meetings for the year at the last Board meeting of the previous year at which time the Board of Directors can make any due adjustments to the schedule
  - B. Meetings where contracts for payment or volunteer compensation is to be “actioned” must be published as such two weeks prior to the actual meeting where action may be taken
  - C. STAGE Board meetings will be scheduled and posted; agendas and minutes will be posted on the STAGE website and a page clearly labeled STAGE Board and navigation to the Board page will be placed on the “home” page of the site
  - D. Directors wishing to place items on the Board Agenda will submit their item and a brief staff report to the Board Secretary not later than two weeks prior to the Board meeting for which the item is to be scheduled and no later than 8am of that day. This will allow the item to be properly reviewed and included on the agenda.
  - E. Board meeting agenda will be placed on the STAGE Board section of the website no less than five calendar days prior to the meeting,
  - F. STAGE members will be able to attend Board meetings at will.
  - G. If members of STAGE attend the Board meetings, they may fill out a card to be heard by the Board. Board may hear the comment or petition of the STAGE member and may accept it for information, or may request a member of the Board to provide additional information at a subsequent meeting.
- II. Soliciting, Interviewing, Hiring and Management of Position: Managing Director
  - A. Notice of intent to hire and fill the position of Managing Director of STAGE will be posted in the local newspaper at least but not limited to such posting.
  - B. Position description and qualifications will be available for any STAGE member who requests the information.
  - C. Candidates who apply will be screened for minimum qualifications
  - D. In the event, no candidate with minimum qualifications applies, an acting director may be appointed without salary until a qualified candidate can be identified
  - E. Managing Director candidates will be interviewed by the Board of Directors and the City's representative if the City so desires as the position will be the primary liaison to the City from STAGE
  - F. The Managing Director position will be hired on a contract basis and shall include a probationary period of at least one year wherein the contract may be terminated without cause at the will of the Board of Directors
  - G. The Managing Director will report to the Board of Directors, however, day to day, the Managing Director shall communicate directly to the Chair Person, President of the Board
  - H. The Managing Director will be provided a review of performance at least once per year.
  - I. The Managing Director at the time of annual review may be terminated for cause if appropriate documented cause can be presented and the Board votes by one Director more than one half of the Board to do so.
  - J. Annual review of the Managing Director will be conducted in closed session and not open to the Membership or the public.
- III. Liaison with City of Oroville

- A. STAGE will establish and cultivate a relationship with the City of Oroville and a working collaboration in accordance with the Contract to Operate and Manage the Theatre.
  - B. STAGE will prepare and present annual report to the City Council and a semiannual update to the report. The annual report shall contain but not be limited to:
    - Annual report on strategic accomplishments in accordance with the previous year's strategic plan/goals and tactical objectives
    - Annual update to the Strategic Plan including updated goals
    - Annual Tactical Plan and Objectives for new year
    - Update to the Capital Asset Plan including any planned improvements/construction
    - Trends and commentary including any recommendations for course correction/risk management of unfavorable trends
- IV. Public Presentation and Image for Board of Directors
- A. The Board of Directors of STAGE shall endeavor at all times to present a professional and venerable image to the membership of STAGE, to the residents and businesses of Oroville and to the City of Oroville as well as to the patrons and users of the Theatre
  - B. The Chair Person and President of the Board of Directors will be the public persona of the Board AND of STAGE to the public
  - C. The Managing Director will be the actual manager of STAGE business and will communicate on a routine and frequent basis with the Functional Directors to ensure that the business of STAGE is conducted seamlessly to everyone with whom the Board works or communicates
  - D. The Functional Directors and the Board Officers should be construed to be positions of honor and dignity; coveted by capable and qualified candidates throughout the community; will be respected for their non-compensated contribution to the business of STAGE and first and foremost for the POSITION they hold and what it represents to the community and the Theatre. Directors and officers are expected to conduct themselves accordingly.
  - E. Board Directors who "retire" from the Board in good standing after at least five years of service, and who are so nominated and voted by the Board to be so acknowledged will retire as Director Emeritus status. This will be a revered position and will be compensated with two universal season passes for the Theatre and all its events for the duration of their life time. A Director Emeritus will also be recognized at the Theatre as an esteemed benefactor to the Theatre.
  - F. Under no circumstance may the Board, any director or officer, or anyone officially representing the Board or Board perspective, take a position on the stage of local, state or national social or political agendas: STAGE has only one political agenda and that is directly related to the immediate and long term well-being of the Historic Oroville State Theatre.
- V. Record Requirements, Storage and Retention
- A. Each Functional Director will prepare a status report quarterly which will be presented to the Board and cover every program, project, action item and requirement of their area
  - B. Each Functional Director will report on the status of their action items at each Board meeting in a brief and objective manner without excessive explanation and without excuse – however the Director may be asked to elaborate if deemed urgent and appropriate
  - C. Each Functional Director will prepare appropriate input to the annual report to the Council and the semiannual update as required by the Managing Director
  - D. All Board records will be placed by the Board Secretary into digital storage via scan or electronic transfer and retained on disc, in cloud storage or other server and retained for at least five years.
  - E. Any records including but not limited to plans, drawings, solicitations of any type, contracts, inspection reports, commissioning tests, diagrams, specifications, reports of any type

associated with the capital asset of the Historic Oroville State Theatre and the land upon which it is situated in perpetuity and available as a public record of a publicly owned property.

- F. At the end of the five year record retention period, it is recommend that any hard copy document be shredded but that an electronic record be made into an electronic record in perpetuity.
- G. Individual holding positions of directors and/or officers of STAGE will provide and maintain current contact information that shall include but not be limited to: proper full name, address, phone number and other contact information; social security number, place of birth if other than USA, and proof of identification which may be passport, valid USA state drivers' license, or other picture identification.

VI. Communication with STAGE Membership

- A. STAGE will provide routine communication to the membership of STAGE in the form of a newsletter which will contain at least but not limited to:
  - News from Board meetings including elections
  - Theatre Events
  - Encouragement to join and value membership and reminder to make dues current
  - STAGE website, the Theatre website and encouragement to "like" or any other form of endorsement in whatever form of social media in which STAGE participates
- B. Special communications - Letter from the Chair which will primarily be a letter of philosophy and strategy to the membership exhorting their support and may from time to time be a call to action from the membership to support key issues or agenda directly related to the immediate or long term well-being of the Historical Oroville State Theatre.
- C. Under no circumstance will STAGE or its Board or its collective membership participate in any other political agenda other than non-partisan support of the immediate and long term well-being of the Historic Oroville State Theatre.

VII. Conducting STAGE Elections, Resolutions, Approval and Adoption

- A. In accordance with STAGE Bylaws, elections shall be schedule and conducted by the Board Secretary in collaboration with the Managing Director and Chair Person and Board President.
- B. Membership will be notified in accordance with the Bylaws
- C. In accordance Directors may be any STAGE member nominated by a STAGE member. Members may nominate themselves with the second of another member. Nominations and seconds may be submitted by signed letter including all contact information for STAGE member(s).
- D. In accordance with STAGE Bylaws, STAGE Board will rotate such that no more than three Board Directors/Officers are leaving/up for election at any given election. The purpose of this is for continuity of the Board.
- E. In the event of an unanticipated vacancy, the Board may appoint a temporary acting director/officer to fill the vacancy until the next election - wherein the Board may have a maximum of four Board Directors/Officers to be elected.
- F. In the event that the Board of Directors must take official action on any position/decision, the Board may make a statement of resolution. In this case, the Board Secretary will prepare a statement of resolution and place the action on the agenda. Resolutions pass in accordance with the STAGE Bylaws voting requirements.
- G. STAGE Board Meeting minutes will record the precise vote by Director/Officer on any item that it is on the Agenda for vote including "For," "Against." Or Abstain from the vote.

- H. Board Meetings may be recorded as minutes of the proceedings and the recording posted as minutes accordingly.
- I. Board Secretary is responsible to keep the records of the Board including but not limited to schedules, agendas, minutes, resolutions, the records of all the Functional Directors, Action Items and Status in accordance with record retention requirements.

## Financial Management and Accounting Policies and Procedures

- I. Soliciting and Hiring of Certified Public Accountants
  - A. Soliciting for the services of a Certified Public Account shall be based on qualifications and not on price although prudent expenditure is recommended
- II. Record and Retention of Financial Documents and Reports
  - A. Financial Statements shall be retained in perpetuity electronically; once secured electronically, hard copies may be shredded after five years
  - B. The minimum financial records that must be prepared routinely will be:
    - Annual Operating Statement
    - Monthly Cash Flow Statement
    - Annual Balance Sheet
    - Monthly Treasurer's Report
- III. Cash Handling
  - A. Cash will ONLY be handled by STAGE trained and certified cash handling staff under the immediate supervision of the STAGE Bookkeeper and under the management of the Director of Finance
  - B. At any point at which cash will be collected, cash shall not be collected unless there are at least but not limited to TWO trained and certified cash handling staff present – this is for the protection of staff as well as to ensure cash handling policies and procedures are followed.
  - C. Where possible, receipts will be provided for receipt of cash. A Ticket is a receipt for a cash transaction.
  - D. Under no circumstance will change be given out in exchange for a check amount. Checks must be made out for the precise amount required.
  - E. Cash handlers should not allow themselves to be rushed or pushed to hurry transactions. In the event that there are excessive patrons at the cash station, additional help should be called to the station to assist without hurrying cash handlers.
  - F. Cash donations to the Theatre greater than \$600 shall be receipted for the donors IRS reporting requirements.
  - G. Checks will be stamped with STAGE deposit endorsement immediately upon receipt.
  - H. Cash receipts should be counted out of the view of the public. Cash will be counted in the presence of at least two trained and certified cash handling staff. Each cash handling staff member will make an independent count of cash receipts and not their results and sign accordingly.

- I. If sums match, the receipts will be turned over to the Bookkeeper or the Bookkeeper's designated representative in a secured container, preferably a lock bag or box. The Bookkeeper or designate will sign for receipt of the secured cash.
  - J. Cash will be transported in a locked cash bag or box without exception.
  - K. Key to lock bag or box will not be transported with the bag or box.
  - L. Cash receipts will be transported directly and kept in a secured location at all times. Cash may not be taken "home" overnight under any circumstance. Cash shall be stored in a "safe" overnight and transported to the bank before noon the following day.
  - M. Mail should be opened by two staff in the event that there are checks enclosed, however, this is not true if the individual opening the Mail is the Director of Finance or the Bookkeeper.
- IV. Bookkeeping
- A. STAGE books will be conducted and recorded in the Quick Book Software System including the ancillary tools such as invoices, purchase orders, receipts, payroll, tax records, etc.
  - B. Books shall be maintained and updated promptly. The maximum delay to any update is five calendar days.
  - C. Bookkeeper will present up to date Treasurer's report at the first routine Board of Directors' meeting. The Board will review and accept the report into the minutes of the meeting.
  - D. Bookkeeper will prepare a current report of actual to planned budget semi-annually and deliver the current annual financial results to be audited within 30 days of the end of the Fiscal Year June 30<sup>th</sup> of each year.
  - E. The financial reports will not be construed as complete until they are authorized by the Director of Finance who will be responsible to review and certify their accuracy on behalf of the STAGE Board of Directors.
  - F. Bookkeeper will prepare a Cash Disbursements Journal and a Cash Receipts Journal
  - G. The Director of Finance will prepare and present appropriate financial reports to assist the Board of Directors in assessing the success of incremental strategies, programming, campaigns, etc. as required.
- V. Cash Management & Investment Strategy
- A. In the event that cash will be held for extensive period such as the accumulation of Capital Asset Funds which may be held for a year or more, the funds should be placed in a highly secured interest bearing account that minimized access and optimizes any earning opportunity for the funds being held.
  - B. Grant, project, and/or any appropriate fund will be kept in a segregated account and tracked separately.
  - C. The Director of Finance will have oversight over Grant compliance requirements. It may be necessary to seek professional counsel from other members of the STAGE organization or the City of Oroville in order to ensure compliance where there is professional overlap. However, in order to maintain the integrity of funds once received, compliance is imperative and should be subject to internal oversight and even internal audit if appropriate.
  - D. The Director of Finance will provide concurrence with grant application prior to grant submissions to ensure that STAGE is in a position to comply with the grant requirements, such as matches, reporting, audits, etc.

## Marketing and Community Outreach Policies and Procedures

- I. STAGE Image Guidelines
  - A. STAGE is and will be consistently portrayed as a community, non-profit organization in service of the Historic Oroville State Theatre:
    - The Theatre's reputation and stature in the community
    - The survival and optimization of the Theatre facility, including but not limited to the restoration of the Theatre; repairs of the Theatre; renovation and upgrade the Theatre within the bounds of sustaining the Theatre's historical relevance
    - The guarantee of community use and interaction with the Theatre including events, donations, volunteer service, and all other forms of bonding and integration
    - The legacy of the Theatre within the community and into the long term future
  - B. The Board will be treated with dignity and respect and the positions of Board Members will be construed as coveted, revered and worthwhile
  - C. The Volunteer Staff of STAGE will be treated with the highest level of respect and homage for their gift of time, talent, effort and resource to the vitality of the Theatre
  - D. The mission of STAGE regarding the Theatre will be portrayed as the noble endeavor that it is and the means of establishing and perpetuating the image of the Theatre within the community
- II. Historic Oroville State Theatre Promotion Image & Presentation Guidelines
  - A. The Theatre is a nationally registered historic landmark; National Registry #91001383
  - B. The Registry submission documents is the best and first source of description and/or history of the Theatre
  - C. Pieces regarding information in the registry, should be coordinated with the registry documents for the sake of consistency and accuracy
  - D. The Theatre is to be portrayed as a symbol of prosperity
  - E. The Theatre is to be compared in a singular metaphor of a Jewel, i.e., *The Theatre is the Jewel in the setting of the Historic Downtown District*. The image of the Theatre should not mix metaphors in presentation materials or in copy for interviews, etc.
  - F. Work on the Capital Project List should be conveyed as hopeful and evidence of progress. Wherever the work is mentioned, the benefactors who have made it possible should be thanked without exception
  - G. In general, the Theatre should be portrayed as perpetually grateful for the support of the community on all levels and in all ways: donation, patronage, volunteer service
  - H. Images of the Theatre will be selected to provide a pleasing and respectful image; or for specific purpose of demonstrating required work or work in progress. However, required work will be carefully selected to omit any inference that could be misinterpreted as jeopardy or controversy.
- III. Media Guidelines
  - A. Although all functional directors will have occasion to create and publish various items such as brochures, flyers, posters, programs, etc., all Directors will provide printed materials to the Director of Marketing and Community Outreach to ensure consistency, accuracy and appropriateness.
  - B. STAGE staff shall not comment to the media unless directed to do so by the Director of Marketing and Community Outreach.
  - C. Media communication will be by the Public Information Officer (PIO) is the Director of Marketing and Community Outreach.

- Many of the members of the Board will be required to address media situations from time to time – however, their communication should be supervised by the PIO for consistency, accuracy and appropriateness
  - Any Director may speak to the media within the context of written guidelines from the PIO
  - Directors should caution volunteer staff that they may speak of their personal opinions or experience, but are not authorized to speak for STAGE or the Theatre unless directed to do so by the PIO
- IV. Social Media Guidelines
- A. Director of Marketing and Community Outreach (PIO) will approve all material posted on social media sites
  - B. Standard promotional materials will be prepared and available to promote social media “Like” campaigns, etc. in order to ensure a broad base of inclusion in event programs, brochures, etc.
- V. Private Information Management
- A. The Director of Marketing and Community Relations will be responsible to remind, inform and train any and all STAGE staff to be aware and guard Personally Identifiable Information, which shall include but not be limited to:
    - Individuals’ name, social security number, date of birth, or other government-issued identification number; mother’s maiden name; unique biometric data including the individual’s fingerprint, voice print, or retina or iris image; unique electronic identification number, address, or routing code; and telecommunication access.
- VI. Artwork Preparation and Acceptance Guidelines
- A. Internal STAGE organization guidelines
  - B. Standard Theatre USER guidelines (intended to be published on website)
    - STAGE promoting User’s Materials
    - STAGE creating User’s Materials
- VII. Website Design and Development
- A. Standardization of Presentation
  - B. Submitting a new page to the site
  - C. Submitting new items for a page
  - D. Money collection on the Website
  - E. Proposing changes to the Website

## Creative Council Policies and Procedures

- I. Selection and Terms of Council Members
  - A. The Council will seek diversity and make sure that there is a broad representation from the community educational and performing arts constituents
  - B. Council members should serve at least one year and preferably two in order to follow developments from seed to flower and provide consistent coaching and direction
  - C. The Council should stagger the turnover members to ensure a consistent message and direction and congruent practices
  - D. In the beginning, it may be necessary to have Council Members assume extended tenures in order to initiate the stagger of turnover
  - E. Council may extend invitations to any candidate that meets the Council's purpose and direction
  - F. Community constituents may nominate Council Members to be considered for Members
  - G. Council Members are formally "Invited" to sit by the incumbent Council Members and confirmed by the STAGE Board by vote at a routine scheduled Board Meeting.
- II. Community Interaction Guidelines
  - A. Council should interview and select prospective Producers to shepherd concepts to fruition
  - B. Concepts should be solicited and welcomed and may be coached to redefine, reconfigure, rethink, but not discouraged from evolving
  - C. Council should develop objective applications that can be used to present concepts to the Council
  - D. Council should actively seek means to provide seed money to applicants/Producers from seed grant programs such as "Hatch" and "Kickstart."
  - E. Council should prepare a recommended programming agenda to the STAGE Board at least once annually and should favorably contribute to the revenue plan each year
- III. Application and Management of Creative Project Grants and Guidelines (see also Fund Raising)
  - A. Council should keep volunteer, experienced (or at least capable) grant writers available to help applicants/Producers to submit successful applications to seed programs
- IV. Proposal of Theatre Programming Guidelines
  - A. The proposal to the STAGE Board should include at least but not limited to:
    - Title of project
    - Description of project
    - Source of the project
    - Producer for the project
    - Market Characterization: target audience, size of prospective audience, target ticket sales, recommended price of tickets, revenue disbursement including cost of production, use of Theatre/cost to STAGE and split of revenue.
    - If grant is involved, the terms and conditions of the grant
  - B. The Council should develop a quick look form that can make review easy and consistent
  - C. Council should strive to present one of these projects per month (although in the beginning this is unlikely to be possible due to the amount of Council organization and orientation that will be necessary).

# Theatre Operations Policies and Procedures

## I. Theatre Administrative Policies and Procedures

### A. Rate Schedule Policies and Procedures

- Definition of Terms:
  - Revenue or Gross Revenue: The total amount of tickets sold times the price of ticket for the event.
    - Events may have more than one price [Example = discount for group membership]
    - User Group is responsible for definition of discount pricing and in the event of discrepancy, the difference will go to the Theatre.
  - Net Revenue: The revenue or gross revenue as defined above less the cost of Talent, unless the “Group” is the talent.
  - Net/Net Revenue: The revenue or gross revenue as defined above less the cost of Talent and Theatre Operations Cost
- Local Groups will be charged according to the *Priority Rate Schedule* and must be accommodated in terms of what they can “afford” to pay in order to conduct their productions – to the point that the Theatre can bear in terms of minimum necessary revenue stream.
  - Local Group is defined as a performing arts group that routinely *rented* the Theatre from the City between 2000 and 2013; and/or
  - A School or Youth group *renting* the Theatre
- New renters that do not have a routine pattern of use between 2000 and 2013; performing arts groups outside the Greater Oroville Area; and/or commercial groups will be charged according to the *Standard Rate Schedule*.
- Performance groups that seek to rent the Theatre based on a shared revenue plan will be negotiated on a per group/occurrence basis; under no circumstance will the Theatre accept less than 50% of net revenue.
- At the sole discretion of the STAGE Board of Directors, Theatre fees may be waived or modified.
- Director of Theatre Operations may recommend to the Board that fees be waived or modified along with an explanation for the recommendation and the rationale that it will not threaten the revenue plan.

### B. Booking Contract Terms and Conditions

- Any use of Theatre will be covered by a fully executed contract.
- Terms and conditions of the Contract may not be altered without approval of the STAGE Board of Directors as recorded in the minutes of a regularly scheduled STAGE Board meeting.
  - In the event that alterations are made without prior Board approval, the alteration must be made with the prior approval of Risk Management<sup>21</sup> and

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<sup>21</sup> Risk Management will be the responsibility of the STAGE Managing Director

will be brought to the Board's attention by the Director of Theatre Operations at the next meeting

- The Board must provide ratification of the out of policy action without exception.
- If the Board does not ratify, the Managing Director and the Director of Theatre Operations will be reprimanded based upon the potential risk to the Theatre, the relationship with the City and the Community of Oroville that such a unilateral action represents

C. Procurement of Goods and Services Policies and Procedures

- The Director of Theatre Operations shall be authorized to solicit, issue purchase orders and or execute contracts on behalf of the STAGE Board of Directors – **other than any work that is defined as a public project\*** as follows:
  - Expenditures must be stipulated in the annual budget and within projected amounts
  - Purchases/contracts of equal to or greater than \$5000 must include demonstrated parity of pricing such that it is clear the pricing is fair and reasonable to the uninformed bystander and/or any member of STAGE
  - Purchases/contracts of equal to or greater than \$25,000 should be solicited to ensure greatest value in competitive bid or proposal
  - Contracts must have the following included prior to execution
    - Contract Scope of Work will include Who is to do What, Where, When and How
    - All contracts will have termination without cause clause
    - All contracts will have finite contract duration
    - Any agreement for payment will have finite rates or other financial payment and no opened rates or expenses
    - All expenses will be , documented and caped
    - All contracts will have a "Not to Exceed" amount clearly articulated
    - All contracts will have a at least *mutual hold harmless* language included
    - All contracts will require only written and duly authorized alteration
- PUBLIC PROJECTS\* will be conducted in collaboration with the City of Oroville as the property owner and as such public projects fall under the strict regulation of California Public Contract Code and any other codification that may apply for the municipal jurisdiction.
- PUBLIC PROJECTS\* shall be defined as: Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. This will include: painting or repainting of any publicly owned, leased, or operated facility.
- Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following (California Public Contract Code Section 22002):
  - Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
  - Minor repainting, resurfacing of streets and highways at less than one inch, landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

D. Box Office policies & Procedures (see also Financial Cash Handling)

- Box Office includes the sale of tickets to events at the Theatre
- Ticket sales for Theatre events is a comprehensive statement that includes but is not limited to, website sales (through cash transaction system provider); sales by individuals on behalf of the Theatre; Sales at authorized locations; direct sales at the physical “box office” at the Theatre, typically immediately prior to an event.
- All tickets must be sold for the printed ticket price (including group discount allowance).
- Gifting of tickets must be authorized by the STAGE Board of Directors. Authorization may be made universally as part of the accepted annual budget and delegated to the Directors of Marketing, Fund Raising and/or Volunteer Recruitment as deemed appropriate.
- Gifting of tickets must be done with due consideration of the minimal revenue requirements of the annual budget.
- Tickets will be deemed to be cash and will fall under the same guidelines as cash handling.
- Once ticket is exchanged for cash, strict cash handling policies and procedures will be followed.
- The function of the Box Office falls under the Director of Theatre Operations, but subject to the requirements, advice and counsel of the Director of Finance and the office of Bookkeeper.

II. Facility Policies and Procedures

- A. The Theatre systems, equipment and technology will be operated by STAGE staff unless the individual is certified by the Facility Superintendent and in any event, the operation will be supervised by Theatre Facility Team
- B. Any Event will supervised by STAGE Operations Team
- C. Theatre Box Office will ONLY be handled by Stage Operational Team and under the supervision of the Bookkeeper including cash handling policies and procedures
- D. Under no circumstances will pyrotechnics or hazardous material be allowed inside the Theatre
- E. Safety instructions and appropriate warnings shall be prominently displayed in accordance with OSHA regulations and requirements
- F. Theater volunteer staff will be provided training and/or materials instructing them in safe conduct of their tasks and support

III. Front House Management Policies and Procedures

IV. Technical Policies and Procedures

V. Annual Scheduling Policies and Procedures

## Fund Raising Policies and Procedures

- I. Communication Policies and Procedures (see also Marketing and Community Outreach)
  - A. Fund Raising Program will follow the guidelines for public presentation of STAGE and/or the Theatre stipulated in the Marketing and Community Outreach Policies and Procedures without exception
  - B. Communication must be consistent and of the highest caliber and integrity at all times
  - C. The Fund Raising program is a strategic plan and should be presented as a long term, enduring relationship between the Theatre and the community
  - D. Communicating the fact that everyone one in the Oroville Community can have a part in the revitalization of the Theatre
- II. Definition, Qualification and Administration Benefactor Policies and Procedures
  - A. The fund raising strategy should be administered universally and consistently in accordance with the five levels of gift and recognition
  - B. In the event a benefactor makes an extraordinary gift, special recognition may be considered if the gift is outside the guidelines of the strategy when and if the Board of Directors approves the exceptional recognition
  - C. Under no circumstance will the Theatre be given a commercial "name." Alteration of this policy requires unanimous favorable by the entire Board of Directors.
  - D. The FIVE LEVELS or PRONGS of the strategy will be:
    - **ONE:** This "Prong" would be for those businesses that have and/or seek the stature within the community of being literally "Pillars" – those core community entities that hire most of the employees within the community; make most of the sales/revenue; have established and/or seek to create an interdependence with greater Oroville that makes them integrated with the values and vision of Oroville. This Prong will include businesses that have philanthropy foundations or programs that accept applications at the corporate level
    - These businesses will be approached for a contribution at least \$10K. A typical contribution in this category might be around \$15K per entity. These can be a single one time contribution; but would be better constructed to be ongoing whereby The Theatre is their primary philanthropic project indefinitely or over the 5 year period of STAGE's strategic plan.
    - Recognition for this "Prong" might include an elegant tangible form of statuary or other emblematic tribute in their place of business – given to them at a VERY special dinner/event by a dignitary of some sort: Mayor, BC Supervisor, BC CAO, etc. There will also be recognition at The Theatre whereby it is outstanding above or at least equal to other forms of recognition at The Theatre. This will garner the business two season passes to all Theater Programming and in reserved, preferred seating. It may be appropriate to have one event a year dedicated to their generosity to the community.
    - **TWO:** This "Prong" would be for those individuals who have the personal wealth to consider becoming a leader in the community, and in particular, the art community by making a significant endowment to the Theater in either the form of a one-time gift, a series of gifts over a number of years, or by arranging a bequest in their estate planning portfolio. These can be made in the name of an individual or in the name of a family. These contributions would be of a minimum of \$10K. (See separate list of individuals)
    - Recognition for this "Prong" might include an elegant tangible form of statuary or other emblematic tribute suitable for a home – given to them at a VERY special benefactor dinner/event by a dignitary of some sort: Mayor, BC Supervisor, BC CAO, etc. There will also be recognition at The Theatre whereby it is outstanding above or at least equal to other forms of recognition at The Theatre. This will garner the individual or family two season passes to all Theater Programming and in reserved, preferred seating.
    - **THREE:** This "Prong" is for businesses who want to make a contribution of at least \$1K for at least 5 years consecutively or a one-time contribution of at least \$5K. This category caps at \$9,999.99

- Recognition for this “Prong” might include invitation to the VERY special benefactor dinner/event where their contribution will be recognized and they will be thanked publically. Also, they will receive distinguished recognition at The Theatre. This should garner the business two season passes to all Theater Programming for the year of the donation agreement and in reserved, preferred seating.
- FOUR: This “Prong” is for individuals who are in a position to contribute \$1K to \$9,999.99. This gift can be made in the form of one-time amounts, or over time, or by arranging a bequest in their estate planning portfolio. STAGE can set up internet contributions and we can offer routine “payments” if individuals want to make small amounts over extended periods.
- Recognition for this “Prong” might include invitation to the VERY special benefactor dinner/event where their contribution will be recognized and they will be thanked publically. Also, they will receive distinguished recognition at The Theatre. This should garner the individual two season passes to all Theater Programming for the year of the donation agreement and in reserved, preferred seating.
- FIVE: This “Prong” is for individuals who wish to contribute to The Theatre but are limited by modest wealth and/or income. STAGE should make absolutely sure that anyone and everyone can contribute and become part of this endeavor. Examples of this Prong’s participation could be schools raising funds. (Schools will be a huge partner in evolving programming for The Theatre. This is two-fold in that beyond programming, making The Theatre part of the lives of our children, our youth, we are making The Theatre a venerable legacy for those children.) Individuals can make donations in envelopes at The Theatre or mail in contributions. STAGE can set up internet contributions and we can offer routine “payments” if individuals want to make small amounts over extended periods. This category is for any amount up to \$1K.
- Recognition for this “Prong” might include a letter of appreciation from the Theatre and the option for two free tickets to any event of their choice; and/or a name plaque on a donor wall at the Theatre and/or a certificate of appreciation from The Theatre; and/or two season passes to their selected Theater Programming for the year of the donation agreement and in reserved, preferred seating – all depending on whether the gift is less than \$100, less than \$250, less than \$500, or more than \$500.

E. The ultimate purpose of the Fund Raising Program:

- Complete the Project List and create a sustaining Capital Asset Fund for the future
- Modernize the Theatre to the extent possible to optimize programming options and revenue
- Bond the entire community to the Theatre for generations to come

III. Event Management Policies and Procedures (see also Financial Cash Handling)

- A. Events that represent the Theatre and in particular fund raising and/or appreciation and recognition events are presentations of the Theatre itself and should be conducted with the highest standard and a tone of elegance at all times
- B. STAGE and its Board should always take a back seat to the benefactors and volunteers; however, the Board should be construed as a coveted community position with homage and recognition commensurate with being a community leader; the Board are volunteers as well.
- C. Paid positions should not be recognized in the same venue or at the same level as volunteer contributions; FTEs when created will be considered employees and although valued, they do not rank with the volunteers who gift their contributions
- D. In-kind donations should be considered at all times and especially when they help us thank our benefactors and volunteers
- E. Fund Raising events will follow cash handling policies and procedures at all times including supervision by the STAGE Bookkeeper

# Volunteer Recruitment, Supervision and Compensation Policies and Procedures

- I. Volunteer Use and Supervision Policies and Procedures
  - A. Volunteers shall be registered to work including but not limited to contact information, physical limitations and/or restrictions if any, dietary restrictions if any, areas of expertise and preference, hours of potential availability and/or restrictions of availability if applicable.
  - B. Each Functional Director allowing volunteers to participate in STAGE service and/or task activities shall maintain records of such service including the name of the volunteer and dates of service and/or task.
  - C. Any volunteer scheduled for work shall be properly trained in STAGE policies and procedures that are directly related to their service and/or task as well as provided basic and/or specific training in the task assigned.
  - D. Volunteers will be allowed appropriate and reasonable breaks for comfort and refreshment.
  - E. Volunteers will not be scheduled to work unreasonable hours (maximum of 4 to 8 hours between 7am and midnight).
  - F. Volunteers will not be scheduled for extended shifts of work without appropriate break for comfort and refreshment and rest.
  - G. Volunteers shall not be bullied, intimidated or made to feel inadequate for their contribution in any way.
  - H. Volunteers may be uninvited to participate, with the thanks of STAGE, if their behavior is disrespectful of the Theatre, the cause of the Theatre, the public, patrons and/or benefactors of the Theatre, or appear to be incapable of the task or service assigned.
  - I. Volunteers so dismissed from participation, the dismissal shall be reported promptly to the Director of Volunteer Recruitment
- II. Volunteer Solicitation and Recruitment Policies and Procedures
  - A. The Director of Volunteer Recruitment will conduct the appropriate solicitation and events to provide a cadre of volunteers for the entire STAGE organization; this may be done throughout the year but should be done at least annually at a significant Volunteer Fair – suggested but not limited to the spring of the year
  - B. Volunteer recruitment, to the extent possible, will be done based on a description of the type of service or task requested
  - C. Volunteers will be clearly informed that there is no promise of compensation and that ALL service and/or tasks performed are out of a sense of community service and respect for the Theatre.
  - D. Volunteers will be treated with respect due any benefactor of the cause of the Theatre as their donation of time and energy is a gift of the highest order of importance
  - E. Volunteers may be solicited in various forms of media advertisement for help or to attend recruitment events so long as it is clearly stated that the solicitation is for NON-compensated activities.
  - F. Volunteers should be made to understand that it is a service to the Theatre and the Greater Oroville Area – STAGE being the agent acting on behalf of the Theatre.
  - G. Solicitation of volunteers is conducted on behalf of the STAGE Board of Directors regardless of what function the volunteer may ultimately support
- III. Training Policies and Procedures

- A. Volunteers will be provided an overview of the STAGE organization, purpose and mission; basic volunteer policies and procedures as they relate to volunteers
- B. Volunteers will be provide basic training in the functional area in which they will participate
- C. Volunteers will be provided with specific training in the task and/or service they will be asked to perform
- D. If appropriate, a check list of training points covered will be completed and signed off by the volunteer once trained. This will be relevant without exception in areas of cash handling, Pubic Interaction and Theatre technical assignments

IV. Compensation Policies and Procedures

- A. It is not the policy of STAGE to provide compensation to volunteers
- B. Volunteers who are assigned to specific tasks at the Theatre and required to “show up” on time and perform tasks on schedule may be compensated if a favorable revenue to expense ratio will allow such compensation to be made and when approved by the STAGE Board in advance
- C. Volunteer compensation rates shall be approved by the STAGE Board at regularly scheduled Board meeting with notice of such proposal posted on at least two weeks in advance of the discussion and ruling
- D. Volunteers shall be paid via check and not by cash under any circumstances
- E. Volunteers may be thanked for their gift of time and effort by the provision of food and/or beverage by the Functional Director in the area of service at any time.
- F. Volunteers who work for STAGE at any time during the year and who are in good standing as a volunteer at the time of the Volunteer Appreciation Banquet will be invited to the banquet as a special guest
- G. Volunteers who are assigned to work at the Volunteer Appreciation Banquet, will be especially thanked for their service at a time of recognition and gratitude on behalf of those who are not working

## ITEM V - THEATRE PROGRAMMING CONCEPTS FOR PROPOSAL TO CITY

Not all of these concepts will be actualized. However, this represents the current slate of programming concepts that will be pursued for Year One. It is likely that the revenue requirements for the first year's tactical objective can be achieved within this slate of prospective events. It is also likely that the strategic goal of creating a robust agenda of programming that will grow revenue begins with this slate of potential events. This will be added to, narrowed and refined as the strategic plan progresses to determine the most robust prospects.

### Existing Programming (Annual Rentals)

<b>Oroville Concert Association</b> (They do a morning show free to local schools; avg. attendance 450) Average attendance per performance: 475	5 Days/year, average 9 performances
<b>Oroville Community Concert Band &amp; Chorus;</b> Average attendance per performance: 275	5 events & 6 rehearsals/year
<b>Lineman College Graduation</b> Average attendance per performance: 600+	3 days/year, 3 rehearsal mornings
<b>Hearthstone School Drama performance</b> Average attendance per performance: 300	1 day/year, 1 rehearsal Day
<b>Top Ten Awards (Fellows' Club)</b> Average attendance per performance: 350	1 day/year
<b>Foothill Community Church Christmas Program</b> Average attendance per performance: 500	1 day & 1 rehearsal day/year
<b>Hearthstone School Graduations</b> Average attendance per day: 450	2 events, 1 day/year
<b>Local School Graduations/Award Ceremonies</b> Average attendance per performance: 450	3 days/year
<b>Performing Art Centers Shows</b> Average attendance per performance: 300	avg. 7 events & 5 rehearsals/year

### New Programming Concepts and/or Programming Series

<b>Annual Ragtime Festival</b>	2 nights/year w/one all day
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This event will grow over time. Two evening performances and one day with workshops and “Jam” sessions Est ticket sales: 1<sup>st</sup> year 400@ \$20, possible fees for workshops.

**Silent Movie Festival**

2 nights/year w/one all day

Could be done in conjunction with the Ragtime Festival, but can become stand-alone. Two grand evening shows, multiple matinees, program on “how to accompany silent moves” Est. ticket sales for entire event: 500@ \$20 & \$10, and all event passes.

**“Silents” at the State**

4 per year ( + possible daytime school shows)

Fund & Awareness raising event for the Organ Project. This will showcase the Organ and organ music. It will also be a fund raising event beyond the “ticket” sales. Average attendance per performance: 250 @ \$20, and family passes.

**A Symphonic State**

4 to 6 per year?

A series of performances by the Paradise Symphony and/or North State Symphony. Average attendance per performance: 350 @ \$25 (series discounts). Over the strategic period this will grow and establish a devoted following. It will draw from a prospective audience of over 16,000.

**The State Rocks**

4 per year

Modern music at the Theatre, aimed at the “Under 35” crowd

Average attendance per performance: 300 @ \$25 (series discounts). This is expected to grow in attendance once the annual series gets a support base and depending on the quality and caliber of the groups/performances. This will draw out of a prospective audience of over 10,000 in Greater Oroville

**Young People’s Theatre**

3 per year

Performances & events aimed at the “Under 18” audience featuring local performing music groups. These will have a draw and may even be slightly edgy (within a scope and bound). This will draw from an audience of over 8,000.

1 per year to begin

A drama project sponsored and coached by the Creative Council may ultimately target this same audience with drama and comedy performances from the local school programs. A healthy and creative means of expressing teen angst, problems and perspective. Additionally, this will likely draw a broader audience that may range up to 10,000 to 12,000.

**Missoula Children’s Theatre** 6 afternoons & evenings of use

An open audition; followed by rehearsals for ~50 children for the rest of a week, with a live performance on the Saturday of that week. Also includes workshops that can be held at schools in the area. This even requires sponsorship, it is not designed to be a funding source.

**“Signstage” Productions:**

1 per year

This is a group that presents plays with sensory challenged actors. Audience is school children, and school classes. The deaf community is approximately 9-10% of the population. There is

little entertainment directed at this audience and so it typically has a strong draw when it is available. To start 300 @ \$15. This prospective audience is 5,000 in Greater Oroville. And it can become far more. It can become a routine performance, with amazing results not reserved for the deaf community but also for the hearing community who find the “art” of sign language very expressive and evocative.

### **California Theater Center**

Presents plays all over Northern California. Their usual operation is to rent the theatre & they do all the marketing. STAGE may have to work with them to bring them back to Oroville. STAGE can negotiate this arrangement seeking to optimize the advantage for the audience as well as the revenue stream.

**“Old School” at the State** Tribute band performances, 4 per year

Target: baby boomer audience spanning 45 to 74 = 10,000 in Greater Oroville. Average attendance per performance: 300 @ \$25, or series discounts.

**Oroville Talent Contest** 2 night/year + 1 afternoon/night tryouts

At least one try out/auditions on afternoon – no charge to attend. 2 Evening shows: first is the general talent contest and the second is the finals and more of a “production.” Average attendance per performance: 300 @ \$15 X 2

**TED Talks Event(s)**<sup>22</sup> 4 per year

Target: TBD depending on the topic(s) Topic will be selected to optimize interest and attendance. Not a great deal of preparation and expense; not a great price for ticket and in the beginning, low draw until the event’s reputation increases the audience. Estimate \$40 for the series and an audience of 250 in the beginning.

**And/or**

**TED-X** Start with 1 event

TED-X is a version of TED Talks where a “formula” is utilized by a local group to bring local people together to share ideas. These can be auditioned/screened to ensure optimal interest factor and appropriateness of the ideas shared, however, part of the entertainment and draw is that there is a variety of presentation and a display of free speech that typifies the local culture and voice. Start with 10/ticket and 250 audience

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<sup>1</sup> TED Talks is a nonprofit organization devoted to Ideas worth spreading. It started out in 1984 as a conference bringing together people from three worlds: **Technology, Entertainment, Design**; hence the name. There are hundreds of topics from explorers sharing their adventures to philosophers sharing their concepts and just about everything in between. The “talks” are live with speakers who are sharp and charismatic. These programs have been very well received in similar venues to the Oroville State Theater. This is likely optimized by selecting a package of “talks” and selling a series of events over a period of time for example a series of 11 “talks” over the year, once a month sold in a block. This can be effectively used to fill in revenue where the Theater would otherwise be dark.







ITEM VII – Application for Theatre Use and State Theatre Performing Arts Center Contract Addendum  
 Terms and Conditions for Use

**Application for Use of Theatre**

Oroville State Theater Performing Arts Center

Located At: 1489 Myers Street, Oroville, CA 95965

Mail to: STAGE, P. O. Box 2388, Oroville, CA 95965

[INSERT website, email and telephone number TBD]

Date of Event \_\_\_\_\_ Curtain time \_\_\_\_\_ Use Time \_\_\_\_\_

Areas Required \_\_\_\_\_

Rehearsal Dates \_\_\_\_\_ Use Time \_\_\_\_\_

Activity or Event Title \_\_\_\_\_

Requestor \_\_\_\_\_

Organization \_\_\_\_\_

Insurance Company \_\_\_\_\_ Certificate No. \_\_\_\_\_

Alcohol Permit if serving any (See page 3) \_\_\_\_\_

<b>Estimated Event Cost (Minimum use per day is three hours);</b>		
Theatre Use Fee: \$ 100 per hour (includes load in/out)	Total No. hours of use _____	Total \$ _____,00
Technical Director (required) _____	Est. Hours \$35.00 per hour \$ _____,00	Total \$ _____,00
<b>Additional Personnel if supplied by STAGE (User's own personnel may be used by permission):</b>		
Sound or Lights Number: _____	Est. Hours \$35.00 per hour \$ _____,00	Total \$ _____,00
Stage Technician Number: _____	Est. Hours \$35.00 per hour \$ _____,00	Total \$ _____,00
Janitorial cost (estimated at three hours, if is left in poor condition, additional charges will occur)		75.00
Other Costs _____		Total \$ _____,00

Deposit Amount \$ \_\_\_\_\_,00  Date received: \_\_\_\_\_ Total Use Estimate \$ \_\_\_\_\_,00  
 (Deposit may be refundable if Theatre is left in good condition) (Not including deposit) Fee Pd. \_\_\_\_\_

Deposit full refund  YES  NO (see attached explanation) by \_\_\_\_\_ (staff initial)  
 Promotion for Event  YES  NO (If yes is marked, a separate contract must be executed)

I understand this estimate is based on the personnel working the hours indicated and may vary upwards or downward depending on the actual hours worked.  
 Applicant's Signature \_\_\_\_\_

- |  |   |
|--|---|
| <b>Planning Set-up:</b>  | <b>House: Presenter will provide own Personnel if box marked <input type="checkbox"/></b> |
| <input type="checkbox"/> Lights:   | <input type="checkbox"/> Sound:   |
| <input type="checkbox"/> Lobby Lights only   | <input type="checkbox"/> PA System  |
| <input type="checkbox"/> House lights only   | <input type="checkbox"/> Tape Recorder  |
| <input type="checkbox"/> Stage lights only   | <input type="checkbox"/> CD player  |
| <input type="checkbox"/> House & Stage Lights  | <input type="checkbox"/> Screen   |
| <input type="checkbox"/> Projector: <input type="checkbox"/> Film <input type="checkbox"/> DVD | <input type="checkbox"/> Dressing Rooms   |
|  | <input type="checkbox"/> Box Office   |
|  | <input type="checkbox"/> Ushers _____ No. of ushers                                       |
|  | <input type="checkbox"/> Light Tech. <input type="checkbox"/> Spot Light Tech.            |
|  | <input type="checkbox"/> Sound Tech   |
|  | <input type="checkbox"/> Concessions  |

The theater does hereby accept application by User, requesting permission to use the above stated Theatre for the time and purpose specific, and subject to, the conditions and limitations appearing on the Addendum-Terms and Conditions of Use.  
 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Deposit Checks or Purchase Orders made out to STAGE, USER check number \_\_\_\_\_

Theatre Authorized Agent \_\_\_\_\_ User authorized agent: \_\_\_\_\_  
 Print or type name \_\_\_\_\_

Page 1 Make any and all checks payable to State Theatre Arts Guild, Inc. (or STAGE)

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**State Theatre Performing Arts Center Contract Addendum-Terms and Conditions of Use  
Page 2 of 6 (must have application page 1 completed as part of this contract)**

This Use Agreement is entered into between the State Theatre Arts Guild, Inc. hereinafter referred to as "STAGE," and \_\_\_\_\_, hereinafter referred to as "USER."

**RECITALS:**

Whereas STAGE is the duly authorized operator of the Oroville Historic State Theatre Building located at 1489 Myers Street, Oroville, CA 95965 hereinafter referred to as the "Theatre."

Whereas USER has made application for use and represents that its legal name, authorized representative, corporate address and contact information is as follows:

Legal Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Whereas USER represents that its corporate status is that of a  For Profit  Non-Profit (check one).

If USER is a non-profit organization for purposes of this Agreement, USER certifies that it is tax-exempt under Section 501.c.3 of the United States Internal Revenue Code.

If USER's use of Theatre is for the first time, USER must provide STAGE a copy of its IRS tax-exempt determination letter.

STAGE may, at its sole discretion, treat USER as a non-profit if USER's application for required tax-exempt status is pending with the IRS and proof of such application is provided to STAGE.

If USER's application for tax-exempt status is subsequently denied by the IRS and STAGE has treated USER as a non-profit user, USER will immediately pay an amount equal to the difference between non-profit and for-profit user fees.

If USER has previously provided STAGE with its IRS tax-exempt determination letter, USER represents that such letter continues in full force and effect and has not been revoked. STAGE reserves the right to call for a current presentation of letter.

LET IT BE KNOWN TO ALL, THE PARTIES STIPULATED ABOVE DESIRE TO ENTER INTO A USE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT," OF THE THEATRE UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH AS FOLLOWS:

STAGE approves use of Theatre for the expressed specifications stipulated in the Application hereto attached and by its reference here, made part of this Contract.

1. The Theatre is a non-smoking facility. USER shall enforce this policy throughout entire period of use.
2. The Theatre shall not be used for lewd, vulgar or excessively violent presentations. Interpretation of what is lewd, vulgar or excessively violent shall be at the sole discretion of the Board of Directors of STAGE. In the event that use of Theatre is deemed to be lewd, vulgar or excessively violent, STAGE reserves the right to cancel the Event – see cancellation policies stipulated below.
3. Our policy is to accommodate all qualified applicants: Qualified applicant can fulfill ALL of the requirements of the agreement; complies with all policies and procedures for renting and using the Theatre; can present identification and establish that they are the individual or as resented to be User; presents appropriate deposit as stipulated herein; makes all payments and complies with all charges as stipulated herein; presents no reasonable doubt as to purpose, character or ability to use the Theatre within the limitations stipulated herein.
4. Final determination of Rental Classification will be made by STAGE Director of Theatre Operations.
5. Rental fees will be determined by the FEE SCHEDULE based on Rental Classification.
6. The cost of use as estimated in Application is for budgetary purposes only. User's final obligations under this Agreement will be based upon actual time and conditions of the use and the services, labor hours, supplies and other support required to service the USER's occupancy.
7. The User shall pay to STAGE an advance deposit of \$400 or the amount equal to the sum of the booking rental, whichever is greater when booking the Theatre. Deposit shall be paid at the time of reservation. All booking reservations shall be tentative until STAGE receives the payment of deposit and fully executed contract.
8. The Estimated Rental Fee is to be paid ten (10) working days prior to the event. The Deposit shall be paid over and above the Rental Fee and may not be applied to the Rental Fee.

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9. In the event of conflicting dates between prospective Users, the first to submit payment of deposit shall prevail so long as all other requirements meet the requirements stipulated herein comprehensively and in a timely manner.
10. The deposit shall accompany a copy of this Contract signed by an authorized representative or agent of USER and must be received by STAGE no later than thirty (30) days prior to the Event to reserve the Theatre unless waived by the Director of Theatre Operations. "Reservation deposit" shall mean the full amount of the estimated total cost of use or \$400 whichever is greater.
11. In the event that plans for an Event are revised, the parties shall prepare a revised Application and USER shall pay promptly a revised reservation Deposit. Revised deposit must be paid immediately upon notice of change.
12. In the event that actual cost of use exceeds the reservation deposit, the balance owed shall be retained by stage in the form of the deposit and/or from the box office receipts as provided in this Contract. If the Event is one for which no tickets are to be sold, or in the event the actual costs of use exceed the total of the reservation deposit, STAGE shall bill USER immediately following Event for the balance due, which will immediately become payable in full.
13. Notice of cancellation of the scheduled Event must be made in writing and received by STAGE management no later than thirty (30) days prior to the Event to obtain a full refund of the reservation deposit return of deposit when cancellation is made within (30) days prior to the Event shall be at the sole discretion of STAGE. In the event that cancellation is within (30) days prior to the Event, STAGE reserves the right to retain one hundred percent (100%) of the reservation deposit forfeited as liquidated damages.
14. In the event that STAGE has already sold tickets to the Event, the reservation deposit will not be returned until thirty (30) days to allow time for refunding tickets and to cover any discrepancy or dispute – for which STAGE shall assume no liability.
15. The portion of the Reservation Deposit to be returned shall be reduced by an amount equal to the actual expenditures incurred by STAGE in preparing for the Event, including but not limited to ticket preparation charges and a refund handling fee. If the reservation deposit is inadequate to cover expenditures of the refund handling fee, STAGE will invoice the USER accordingly. By execution of this Agreement USER warrants that they will accept and pay the amount charged.
16. STAGE hereby grants to USER access to and use of those portions of the Theatre, and for the estimated cost of use and dates and times of use as have been described in Application, attached and by reference here, made a part hereto this Agreement.
17. USER attests that the rental covered by this Agreement is for the purpose of the event(s), performance(s), or other use (hereinafter referred to as "Event") described in Application, attached hereto and by reference here, made a part hereto this Agreement.
18. For purposes such as payment of fees or notice of cancellation as described in this Agreement, the Event shall be considered to occur on "Day One" of such event, performance or use and to conclude on "Day Last" as stipulated in Application.
19. Rental of the Theatre's auditorium entitles USER to the use of the Theatre's dressing rooms, lobbies, and house theatrical lighting, rigging and basic public address systems. USER will incur additional costs for any equipment USER requires to supplement these house systems in accordance with the fees stipulated in Application.
20. Rental of the Theatre's in general including the auditorium entitles USER to the use of the Theatre's dressing rooms, lobbies, and house theatrical lighting, rigging and basic public address systems. USER will incur additional costs for any equipment USER requires to supplement these house systems.
21. Rental of any other non-general, specific Theatre of the Theatre, use shall be limited to the areas stipulated in Application.
22. If and when the Event is altered and no longer conforms to the descriptions made in either Application, the USER will notify STAGE in writing immediately. At this time, the fees and/or terms and conditions may be altered accordingly. USER shall comply with the alterations or STAGE reserves the right to cancel the reservation without recourse on the part of the USER.
23. If and when the Event is altered and no longer conforms to the description made in either Application and/or Application and the USER does not disclose the alteration accordingly, STAGE reserves the right to cancel the reservation upon discovery of the alteration without recourse on the part of the USER

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24. In any event, if the actual cost of use exceeds the reservation deposit, the balance shall be retained by STAGE from the Box Office Receipts as provided in this Agreement. If the Event is one for which no tickets are to be sold, or in the event the actual costs of use exceed the total of the Reservation Deposit and the ticket revenue, STAGE shall bill USER immediately following Event for the balance due, which will immediately become payable in full. By execution of this Agreement, the USER acknowledges and agrees to accept and pay this charge.
25. User has the right to operate concessions during use of the Theatre. If User decide to exercise this right, 10% of the gross shall come to the Theatre. This is standard practice for theatres that allow concessions due to the additional cleaning and other problems associated with having a concession. This fee may be waived for non-profit organizations and their artists at the sole discretion of the STAGE Board of Directors.
26. Should an alcoholic beverage be served, an Alcoholic Beverage Concession license and City permit must be in the Theatre Office prior to serving said alcoholic beverages. Completing the City Permit takes a few days; plan ahead. Should User desire to have a beverage concession, but no desire to operate it, contact the Theatre Office and one may be arranged for the event.
27. All sets must be constructed according to United States Theatre Technology standards. This includes proper hardware to fly sets. Should assistance be necessary theatre personnel will be happy to discuss regulations and standard practice. User is solely responsible for compliance.
28. The center does not have a shop stage; therefore, all sets, etc. must come into the Theatre ready to go. Please use the Theatre carefully, improper use may damage the Theatre or equipment and may prohibit future use of the Theatre.
29. Under no circumstances shall any aspect of the center or the event being held be subcontracted without the expressed written permission of the Director of Theatre Operations.
30. In order to assist the production, the User may provide the following personnel provided all the Theatre rules and regulations are upheld: ticket sales, ticket taker, security, ushers, spot light technician, Light and sound board operators (Technicians and Operators must be approved by STAGE prior to use; a list of local approved technicians is available from STAGE). Ushers must keep people in the proper area and obeying all the Theatre rules and have no other responsibilities except to usher. A minimum of 4 ushers is needed for each performance with an additional person acting as head usher and being responsible for security. Should any of the above need clarification, or assistance, contact the Facility Superintendent on site.
31. A deposit of \$400 to hold the reservation, and to cover any excessive cleaning/repair cost is required and due upon receipt of the contract. The deposit is not included in the "use fee" and may not be applied to it.
32. The amount due for use of the State Theatre Performing Arts Center is \$ \_\_\_\_\_. This amount is due ten (10) working days prior to the event. This dollar amount is based on the stated hours of Theatre use and staff time. This is only an estimate, and the exact dollar amount shall be computed based on the actual use time. It does not include the refundable deposit.
33. Any additional equipment necessary for the production must be obtained from a licensed theatrical equipment company at User's expense.
34. Lobby displays shall not be removed by the user group. Please request any temporary changes to the lobby area two days prior to the performance. Please be aware that some displays are too heavy to be moved (example; Organ Console).
35. USER may not and shall not make any permanent attachments or alterations to the Theatre under any circumstance.
36. No temporary attachments or alterations to Theatre may be made until STAGE Director of Theatre Operations has given advance written expressed approval. Attachments by means of nails, screws, or adhesives are prohibited.
37. USER will be charged for any modifications or damage to the house systems or the Theatre resulting from USER's occupancy. Said charges will be equal to the actual cost necessary to restore the house systems and the Theatre to their original condition, plus any gross revenue lost by STAGE attributable to the modifications or damage caused or permitted by USER. USER shall recognize that the Theatre is a nationally registered historic site and any restoration shall be in accordance with these requirements.
38. USER will not make any unlawful or offensive use of the Theatre. USER will at all times during USER's use or possession of the Theatre comply with all local, state and federal laws, rules and regulations.

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39. USER agrees to, and accepts full responsibility for, securing any and all performance rights from ASCAP, BMI or similar licensing entities and agrees to separately pay all costs associated with securing such performance rights.
40. INSURANCE
- User shall be required to present insurance certificates that verify the following insurance, duration of force and effect and appropriation endorsements:
  - General Liability for Public Venue, including bodily and personal liability, as well as property damage in the minimum amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate protection.
  - In the event of host liquor service and/or sales and additional and specific liability coverage is required.
  - Workers' Compensation in accordance with the law of the State of California if User has paid employees; Volunteer's Life, Accident and Disability for non-compensated workers is required.
  - User's insurance shall include stated waiver of subrogation.
  - Certificates of insurance shall be filed in the theater office with the Director of Theatre Operations five days prior to the activation of the rental. Insurance must state that the State Theatre Arts Guild, Incorporated and its officers, agents, employees and volunteers are added as additionally insured for the event.
41. HAZARDOUS MATERIAL USE
- User is advised that the Oroville Historic State Theatre is a nationally registered historical site and as such is an irreplaceable treasure for the City of Oroville and its surrounding communities. User is required and by execution of this agreement acknowledges their understanding of this and the implication of care associated with use.
  - No flammable material such as bunting tissue paper, crepe paper, etc. will be permitted for decorative purposes; all materials used for such purpose must be treated with flame proofing and approved by the Fire Department.
  - No pyrotechnical effects whatsoever, under any circumstances, for any reason may be brought into or used in the Oroville State Theatre.
  - No chemicals or other active substances may be brought into or used in the Oroville State Theatre. Any object, material or substance as defined by any applicable federal, state or local law, ordinance or regulation and/or that displays hazard material symbols including electric currents, poisons, and other things, shall be brought to the attention of the Theatre Superintendent and may be prohibited from the event. Prospective User is advised to make notification in advance in order to avoid last minute surprise.
42. USER must provide to STAGE written certification that all staging, scenic or decorative elements, and/or props, brought into the Theatre, provided by USER or any agent of the USER are flame-retardant. USER will not permit or allow the accumulation of litter or flammable material within or around the Theatre and will refrain from any other activity which would interfere with STAGE's ability to insure the Theatre against fire and other casualty.
43. TECHNICAL REQUIREMENTS & SPECIFICATIONS
- Designated STAGE technical team or designated representative must be present at all times during USER's occupancy of the Theatre.
  - All equipment appurtenant to the Theatre including lighting, sound, projection and stage control systems must be operated by STAGE personnel unless USER personnel have been trained and approved by STAGE Facility Superintendent.
  - All activity at the Theatre shall be under the supervision of STAGE staff and/or technical team.
  - USER may, at its option and sole expense and liability, provide its own personnel for the loading and unloading of trucks, and the installation, operation and removal of its own equipment, including lighting, sound, staging and scenic elements. Such personnel shall not be considered, under any circumstance, to be employees, agents or contractors of STAGE.
  - USER's employees, agents, contractors, invitees and all other personnel must at all times abide by the rules and regulations governing the use of the Theatre as administered by STAGE management and staff.
44. USER agrees to provide a legal defense and to indemnify and hold harmless and free from liability STAGE, and STAGE's directors, officers, agents, staff, employees and volunteers and the City of Oroville acting by and through STAGE. In such capacity, while acting as such, STAGE shall be indemnified from and against any and all claims for damages, demands, costs or expenses which USER shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of any act, omission or negligence of USER or arising from any accident or injury in connection with or attributable to the use or occupation of the Theatre by USER.

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45. USER, or persons representing USER, agrees to pay costs incurred in repairing or replacing of damaged Theatre equipment resulting from USER's occupancy and/or the conduct of its persons on the premises in connection with USER's Event, whether or not there is a cause of misuse, neglect or accident.
46. Unless otherwise approved in writing by STAGE, all equipment and materials, including but not limited to staging, scenery, lighting and sound equipment, musical instruments, costumes, storage containers, lobby displays, souvenirs, catering equipment and supplies, not owned by STAGE shall be removed from Theatre immediately following the final Event.
47. Stage and dressing room trash shall be deposited in receptacles provided by STAGE. All stage and dressing room floors shall be left broom clean and all counters shall be washed down. All areas of the Theatre shall be left in the same condition in which they were found.
48. USER will be charged for STAGE labor necessary to fulfill the custodial requirements and funds to cover such costs will be withheld from the deposit.
49. Any delay by STAGE in enforcing any of the terms and conditions hereof shall not constitute a waiver of STAGE's rights to insist upon strict compliance with such terms and conditions in the future. Should any portion of this Contract become invalid, the remaining covenants shall remain in force and effect without exception.
50. USER shall not enter into an assignment or sublease of this Agreement without first obtaining the written consent of STAGE, which STAGE shall be free to withhold at its sole discretion. Any attempted assignment or hypothecation hereof by USER shall be null and void.
51. Changes to terms and conditions of agreement between STAGE and USER shall only be made in the form of written amendment and executed by both parties in due process.
52. This Agreement shall be construed in accordance with the laws of the State of California. The parties consent that jurisdiction for any litigation in connection with this Agreement or use of the Theatre shall occur in the Superior Court of the State of California, for County OF Butte.
53. Thank you for your cooperation!

On behalf of State Theatre Arts Guild, Inc.

On behalf of USER

\_\_\_\_\_  
Director of Theatre Operations

\_\_\_\_\_  
[Type of Print Name and Title of Signatory]

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## ITEM VIII - STAGE CONSTITUTION AND BYLAWS

### CONSTITUTION

State Theater Arts Guild, Incorporated

#### Article I. Name

The name of this organization was Oroville Community Center Committee (O.C.C.C.) until November 1992; and henceforth shall now be **State Theater Arts Guild, Incorporated;** for purposes of brevity it shall hereinafter be referred to hereafter as **STAGE**.

#### Article II. Purpose

The Mission of the State Theater Arts Guild is to establish, sustain and protect the Historic Oroville State Theatre as the City's Performing Arts Center. With this publication of amended constitution, STAGE adopts the obligation to operate and manage the Historic Oroville State Theatre; raise funds to conduct renovation, restorations, repairs and upgrades to the facility; enlist volunteers to provide a work force wherever possible and generally promote the image and roll of the Theater within the community. This will be done under a contract with the City of Oroville, the property owner.

#### Strategic Goals shall be:

- Establish and sustain financial stability while operating the Theatre for both increased revenue and providing local community utilization.
- Develop and expand local projects and programs that continue the cultural interdependence between the Theatre and the community's diversity. STAGE's goal is to ensure that future generations view the Theatre as their heritage and responsibility.
- Partner and collaborate with the business community of Oroville - and in particular, the adjacent businesses of the Historic Downtown District. Such a partnership can stimulate economic vitality. All parties benefit from the image, traffic and interaction between businesses and Theatre patrons.
- Ensure that the revenue stream of the Theatre's commercial

endeavors are substantial and capable of subsidizing performances by local groups who currently utilize the Theatre. These local groups depend on the cost effective availability of the State Theatre.

- Develop and implement a capital plan that encompasses a fund raising program, including grants, sufficient to allow repairs, restorations and renovations. This capital plan will provide sustaining funds for the Theatre now and into future decades.
- Recruit, train and have available a cadre of volunteers whose professional, technical and willing contributions will carry the Theatre's work force requirements forward. These individuals will carry the weight of activities and operations until strategic paid positions can begin to supplement an all-volunteer organization.

### Article III. Membership

Section 1. Membership. Membership of STAGE shall be all inclusive. Every attempt should be made to have a broad general spectrum of the community that would comprise three classifications of membership.

1. Classification of Members
  - a. Individual membership
  - b. Organizational membership--community and service organizations Corporate membership - industrial, business
  - c. Each member shall have equal voting rights. No person/individual shall, however, hold more than one voting membership in STAGE. Corporate and organizational members shall designate a specific individual to represent them on the Guild. Only one vote is allowed for each corporate or organizational member.
2. Admission to Membership:
  - a. For an individual, organizational or corporation to become an eligible member with full voting rights, the STAGE Membership Application shall be completed, received and acknowledged by the Guild at a regular business meeting for admission as a member by the first day of the following month.
  - b. The member once instated, shall be a current member until active status is achieved.

### Section 3. Active Membership

For purposes of identification "active member" shall be defined as those who are current on any and all dues, who have participated

during the previous twelve months in any capacity stipulated as follows:

- a. Attended at least four (4) of the 12 regularly scheduled business meetings and/or all of the Procedural Meetings
- b. Participated as a volunteer for a minimum of 8 hours
- c. Made an in-kind donation greater than or equal to \$500
- d. Contributed to the Capital Asset Fund in the amount of \$100

Active members shall have all the privilege as current members plus voting rights on any and all membership agenda items.

#### Section 4. Current Membership

For the purposes of identification "current member" shall be defined as those who are current on any and all dues.

Current members shall have a reduced ticket price for any Theatre event that is not a private function; and receive notifications to the membership, and vote on election of Board Members and Board Officers.

#### Section 5. Membership on Roll

For the purposes of identification "member on roll" shall be defined as those who have been current and/or active members but are not current on payment of dues.

Members on roll will receive notifications to the membership.

Volunteers may be Members, will be encouraged to join STAGE, but will not be obligated to membership.

### Article IV. Corporate Officers

#### Section 1. The Officers of this Corporation shall be:

1. President
2. Vice President - Theatre

3. Vice President - Fund Raising
4. Treasurer
5. Secretary

The Officers of the Corporation shall secure and sustain professional liability (errors and omissions) insurance. It may be necessary to secure bonds for specific offices or at particular times when deemed appropriate.

Section 2. Duties of the Officers:

1. It shall be the duty of the **President** to:
  - a. Represent STAGE and the Theatre as required and in keeping with the Policies for the image of both the organization and the State Theatre
  - b. Call all meetings
  - c. Preside at meetings
  - d. Prepare draft of annual tactical objectives with officers for review and approval by STAGE Board
  - e. Prepare the annual update of the Strategic Plan
  - f. Appoint special committees as needed
  - g. Submit annual report at General Membership Meeting
  
2. It shall be the duty of the **Vice President - Theatre** to:
  - a. Conduct the meetings in the absence of the President
  - b. Coordinate events and programs of the Theatre as required
  - c. Coordinate and Train the Volunteer Staff that supports events at the Theatre
  - d. When and if appropriate, hire and supervise the Facility Superintendent and the Technical Support Supervisor
  - e. Coordinate with all capital improvement projects to ensure optimal reverehwhile allowing the projects to be conducted
  - f. Participate in the preparation of construction bid documents
  
3. It shall be the duty of the **Vice President - Fund Raising** to:
  - a. Conduct the meetings in the absence of the President
  - b. Coordinate events and raise funds in accordance with the Fund Raising Strategy
  - c. Coordinate and Train the Volunteer Staff that supports fund raising events
  - d. Update and recommend revisions to the Fund Raising Strategy
  - e. Conduct and ensure recognition for the Theatre Benefactors
  - f. Represent the Theatre on occasion as required and keeping

with the Policies for the image of both the organization and the State Theatre

- g. Prepare and update appropriate Policies and Procedures for Fund Raising Function of the corporation

4. It shall be the duty of the **Treasurer**:

- a. The Treasurer shall be bonded.
- b. Maintain the financial records of STAGE.
- c. Prepare financial transactions for STAGE.
- d. Co-sign all checks along with the signature of any one of the other elected Officers
- e. Prepare and submit monthly financial reports, and all annual financial reports of the Guild including but not limited to annual audited statements
- f. Renew the annual non-profit corporation status of the Guild
- g. Recommend safe and secure strategies for optimization of long term holding funds to the Officers of the Corporation
- h. Upon unanimous approval of the Officers in a business meeting vote, execute any and all money management strategies to optimize funds in long term holding accounts.
- i. Oversee any and all cash handling conducted by STAGE and its volunteers
- j. Prepare and update appropriate Policies and Procedures for Finance Function of the corporation

5. It shall be the duty of the **Secretary** to:

- a. Make appropriate notification of any and all STAGE meetings including but not limited to:
  - i. STAGE Business Meetings
  - ii. STAGE Procedural Meetings
  - iii. STAGE Membership Meeting - Annually
- b. Take and retain minutes of each meeting in accordance with the Policies and Procedures
- c. Circulate the minutes to appropriate members and organizations
- d. Maintain any correspondence as deemed necessary and appropriate
- e. Keep a roster of all members, appropriate member status, special committees, including names, addresses, and phone numbers
- f. Record all Action Items; assignment; commitment date; and current status
- g. Inform members, officers and/or Board of any and all special meetings - non-routine meetings shall allow two weeks notification and all meetings shall comply with most current Policies and Procedures
- h. Maintain list of special committees and of persons

- appointed to such committees.
- i. Establish and maintain a working knowledge of Roberts Rules of Order as well as the legal requirements and obligations of a 503.C.3 corporation and remind Board of these requirements as appropriate and in a timely manner
  - j. Prepare and update appropriate Policies and Procedures for Clerical Function of the corporation

### **Article V - Election of Corporate Officers**

Section 1. Corporate Officers shall be elected in accordance with the following:

1. The officers of STAGE shall be elected during the June Procedural Meeting.
2. Officers will assume duties on July 1st following the election. In the event of a vacancy for President, the Vice President will assume those duties for the balance of the term. If other offices become vacant, the President will nominate replacements subject to approval of the Guild.
3. Nominating Committee - The President shall appoint a nominating committee no later than the Procedural Meeting in May, for the purpose of identifying with a slate of eligible candidates for election at the June General Membership Meeting.
4. Any Active Member of STAGE may nominate Officers by submitting a nomination form to the Nominating Committee.
5. The duties of the Nominating Committee will include vetting the qualifications of Officers. Prospective candidates for Officer, and/or in the event of election of Board Members, the Committee may schedule and conduct interviews.
6. Eligible candidates shall be defined as any Active Member of STAGE who meet minimum qualifications.
7. Officers and Board Members (if elected) shall be elected by a majority vote of the Active Members either in attendance at the Procedural Meeting or by submitting their ballot to the Corporate Secretary/Clerk of the Board at least three days prior to the Procedural Meeting.
8. Corporate Secretary/Clerk of the Board shall verify the status of the member prior to taking their vote from the member.
9. Terms of Officers - The term of each officer (or Board Member) shall be for two years, or until new officers

take office. Officers may be elected to two additional terms for a total of 6 years.

10. Officers and Directors may hold office for a total of three (3) terms. The value of extended terms is continuity. The risk is the fresh perspective that new participants bring.
11. Positions shall be staggered such that there are current officers and current directors at the time of new officers and directors coming on board.
12. Officers and directors leaving office shall be available for a brief and reasonable period as advisors to transition their successors appropriately.
13. Additional Duty of Officers - It shall be the obligation of each officer to actively seek a suitable replacement that can be offered to the Nominating Committee at the end of their term or in the event of early termination of office, prior to termination if at all possible.

## **Article VI. Removal from Office**

### **Section 1. An officer may be removed from office provided:**

1. The STAGE Board of Directors votes by two thirds vote to submit the removal to the Active Membership for a vote.
2. Two-thirds of the Active Members vote for removal.
3. Removal is for cause.
4. IN the event that the cause is for a violation of ethics or violation of fiduciary responsibility, and upon presentation of evidence of such breach of duty, the termination may be achieved by two thirds vote of the Board alone.
5. Board Members who miss more than three consecutive meetings will be subject to replacement by action of the Board; replacement may be by appointment until the subsequent election.

## **Article VII. Meetings**

### **Section 1. Types and frequency of Meetings:**

1. STAGE will conduct meetings deemed appropriate by the Board of Directors including but not limited to:
  - a. STAGE Business Meetings - Monthly
  - b. STAGE Procedural Meetings - Three per Year
  - c. STAGE General Membership Meeting - Annually

- d. Functional Meetings
2. STAGE may call extra meetings as deemed appropriate by the Board of Directors; The President of the Board may call a meeting as deemed necessary to conduct business.
  3. STAGE Business Meetings will be held each month, the day and time will be at the discretion of the Board of Directors; however, the Board of Directors will agree to the day and time of the meetings at the first meeting of the Fiscal Year in July and thereafter the meeting schedule will be set and published to the membership. In the event of an alteration to the schedule, it will be published on the website.
  4. The general stage membership may submit a request to make inquiry to the Secretary and thereby be able to address the Board on any General Business Topic:
    - a. The member may speak for a total of three minutes;
    - b. In order to do this, the Member must be at least Current Member status; must state their name and address.
    - c. This will not provoke discussion at the time of the inquiry, but may result:
      - i. Assignment action item to investigate and report to the Board;
      - ii. Item being placed on the agenda for a subsequent meeting where action may be taken; or
      - iii. Brief immediate response at the discretion of the President of the Board
  5. STAGE Procedural Meetings will be held at least three times per year for the purpose of:
    - a. Announcing the slate of candidates for Office (May);
    - b. Election of officers (June); annual report to STAGE membership, status the Annual Tactical Plan - by the President (June); annual financial report based on the audited financial statements - by the Treasurer (June);
    - c. Update to the Strategic Plan and Goals (July).
    - d. Additional Procedural Meeting(s) may be called by the President for the purpose of hiring Full Time Employee(s) (FTE); Removal of an Officer from the Corporation; or other such corporate report or action.
  6. General Membership Meeting will be called once per year for the purpose of allowing the membership to understand the accomplishments of the Board of Directors, preview the upcoming challenges, ask questions in a free forum, express desired programming for the Theatre or other general discussion; meeting will be conducted by the Board of Directors, and chaired by the President. The General Membership Meeting also satisfies IRS requirements concerning non-profits. Whenever possible, this meeting will be held at the State Theatre.
  7. Notices of the meetings shall be sent to the members and posted in a conspicuous location and in particular and at least the

Website.

**Article IX - Board of Directors**

1. The business of STAGE shall be conducted by the Functional Board of Directors:
  - a. **Chair of the Board (President)**
  - b. **Clerk of the Board (Secretary)**
  - c. **Director of Finance (Treasurer)**
  - d. Director of Marketing and Community Outreach
  - e. **Director of Theatre Operations (Vice President)**
  - f. Director of Creative Council
  - g. **Director of Fund Raising (Vice President)**
  - h. Director of Volunteer Recruitment
2. Board members may be elected or appointed by the Officers of the Corporation at the discretion of the Corporate Officers; if deem appropriate to elect, the procedures for election shall be consistent with the election of Corporate Officers.
3. The Administration of STAGE and Functional business will be conducted by the Chair of the Board, the Clerk of the Board (and when deemed appropriate, the Managing Director which will be an FTE position and contingent upon the financial ability of STAGE to sustain such a position.
4. The Administration of STAGE will liaison with the City of Oroville on behalf of STAGE
5. Each Functional Director shall prepare and update STAGE Policies and Procedures as appropriate for their function and the integrity of STAGE business.
6. Each Functional Director shall be bound to follow the Policies and Procedures of STAGE and their functional area.
7. Each Functional Director shall conduct themselves with the highest integrity and ethical conduct in all STAGE business:
  - a. Directors shall not allow a conflict of interest to exist, appear to exist or represent a potential without identifying it to the Board of Directors and/or an Officer of the Corporation.
  - b. Directors shall at all times conduct business with full respect for the benefactors' money and ensure that it is used and used wisely, carefully and cost effectively.
  - c. Directors shall not under any circumstance appropriate funds for their personal use; and all use of funds will be in compliance with the Goals and Objectives of STAGE and under approval of the Board of Directors whether specifically by item or indirectly as approval of the Strategic Plan or the Annual Tactical Plan.

- d. Directors shall not offer employment without approval of the Board of Directors by two thirds vote at a regular business meeting.

#### **Article IX. Quorum**

1. A quorum shall consist of a minimum of seven (7) board members; or six board members (6) of which five (5) Officers are present.
2. If during the meeting, the number of members drops below a quorum, the meeting may continue, but no vote may be taken or action taken. The reduction in the number of members present below the minimum quorum shall be noted in the minutes.

#### **Article XI. Dues**

The Guild shall have the right to assess dues as deemed essential for their purposes. The By-laws will not articulate the amount of the dues. The amount of dues shall be included in the Annual Plan and approved by the Board of Directors at a Procedural Meeting, recorded in the minutes and thereby be adopted. Dues may be increased as the discretion of the Board of Directors; however, this should be done with the advice and counsel of the membership.

#### **Article XII. Fiscal Year**

The fiscal year for the Guild shall begin on July 1st or each year and run through June 30th inclusively.

#### **Article XIII. Permanent Records and Record Retention**

1. All official and legal permanent records of the Guild shall be filed at a permanent location as determined by the Board, and so noted in the minutes.
2. Permanent records include, but are not limited to:
  - a. Articles of Incorporation;
  - b. Constitution and By-laws,
  - c. Annual Tax Reports;
  - d. Non-Profit Renewal Status;

- e. Any contractual agreements,
  - f. Insurance Policies and Bonds; any action/claim associated;
  - g. Any bid documents; contracts; payment records; drawings, plans; schematics, permits, inspection reports, and any other document associated with the Theatre must be kept in perpetuity
3. Permanent records may be kept in hardcopy or secured electronically with at least one secure backup.
  4. STAGE will recognize wet, blue ink signatories and/or electronically encrypted signatories.
  5. In the event that a record including a signatory is to be retained electronically, the scan of the document must be in color to show the blue ink of the original signature.
  6. In the event of an electronically encrypted signature, the validation must be retained with the signature (such as a copy of the email that forwarded the document or any other validation evidence).
  7. Most documents should be converted to electronic storage (with back up) and the originals destroyed at the end of five years, except any public project documents associated with the Theatre.

**Article XIV. Amendments**

1. This constitution may be amended:
  - a. By introduction of amendment by a Corporate Officer
  - b. Motion to amend made by a Board Member
  - c. Second by a Board Member or an Officer
  - d. Placed on the subsequent Procedural Meeting agenda
  - e. Vote to adopt at the Procedural Meeting by a at least a Quorum vote
2. The By-Laws of the constitution which govern basic procedures for conducting meetings may be amended by a simple majority of the Board of Directors.

**Revision Control and Record**

Original:	January 4, 1978 (incorporation)
Revised :	February 19, 1988
Revised :	November 20, 1992
Revised:	June 30, 2014

## BY-LAWS

### State Theater Arts Guild, Incorporated

#### I. Procedures

- A. Meetings shall be conducted according to Roberts Rules of Order; Corporate Secretary and Clerk of the Board of Directors shall maintain order.
- B. The agenda shall include:
1. Date, time and place of meeting
  2. Call to order
  3. Roll Call
  4. Approval of Minutes of Previous Meeting
  5. Communications, News, Headlines, Announcements
  6. Committee Reports and/or Action Item Updates/Status
  7. Pending Business before the Board
  8. New Business
  9. Suggestions for the good of the order
  10. Date, time and place of next meeting
  11. Adjournment
- C. Special committees shall be appointed by the Chairperson. These committees may include but are not limited to:
1. Needs assessment
  2. Special Fund raising
  3. Public relations
  4. Site selection
  5. Community involvement
  6. Solicitations
  7. Hiring
  8. Liaison
  9. Finance
  10. Membership
- D. Financial Procedure
1. All expenditures must be approved by the Guild.
  2. Two persons (Treasurer and Chairperson) must sign all checks.
  3. A monthly financial report will be provided each Guild member attending meeting.
  4. Dues are to be reviewed yearly.
  5. STAGE shall spend with wisdom and prudence; however, STAGE shall endeavor to utilize funds available to promote the Theatre, make capital improvements to the Theatre; recognize and thank benefactors and volunteers.
  6. Unless funds are specifically designated and reserved, general expense funds should be spent to the minimum level of \$2000.00 by end of year.
- E. By-Law Amendments

These By-Laws may be amended at any procedural business meeting if a majority votes favorably.

Revised February 20, 1992

Revised June \_\_, 2014

END OF PROPOSAL

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR**

**RE: CONSIDERATION OF RECRUITING FOR THE VACANT POSITION OF  
DIRECTOR OF FINANCE AND POSSIBLE MODIFICATIONS TO THE  
CURRENT JOB DESCRIPTION**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider recruiting for the vacant position of Director of Finance and may review and consider changes to the related job description.

**DISCUSSION**

Based upon the vacancy of the Director of Finance position, staff is requesting consideration to begin recruitment to fill the vacancy. The recruitment, selection and interview process will likely take several months to complete. Staff is also requesting direction regarding the use of an outside agency to complete the recruitment process.

In addition, the job description for Director of Finance is attached for your review. Staff is requesting Council review the job description for any changes, additions and/or deletions they deem appropriate.

Staff further requests any direction regarding the potential salary range for the position. A recent comparison to some traditional jurisdictions suggest that an upward adjustment of up to 40% may be necessary to attract top candidates.

**FISCAL IMPACT**

Unknown at this time.

**RECOMMENDATION**

1. Provide direction regarding the recruitment and selection for a new Director of Finance, including the use of an outside agency in order to facilitate the process
2. Provide direction regarding any modifications of the existing job description and salary range.

**ATTACHMENT (S)**

Director of Finance Job Description  
ADMINISTRATION

**DIRECTOR OF FINANCE**

**DEFINITION**

To administer the budget and fiscal affairs of the City, Redevelopment Agency, Oroville Public Financing Authority, and the Lake Oroville Joint Powers Authority; to perform highly responsible and complex accounting and administrative work; and to perform related duties and responsibilities as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council.

Exercises direction over management, technical and clerical personnel.

**EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

Plans, organizes, directs and supervises the services, programs and activities of the Finance Department.

Within City policy, recommends appropriate service and staffing levels; allocates resources accordingly.

Develops, implements and evaluates goals and objectives, policies and procedures, program guidelines, and short- and long-range plans for the department.

Continuously monitors and evaluates the efficiency and effectiveness of department operations; identifies opportunities for improvement; directs the implementation of changes.

Prepares and administers the department's annual budget.

Selects, assigns, supervises and evaluates the performance of department personnel; provides or coordinates staff training; ensures staff compliance with all applicable policies, procedures, laws, regulations and standards; implements discipline and termination procedures.

Provides advice and assistance to the City Administrator, City Treasurer, City Council and other bodies in matters pertaining to the fiscal affairs of the City; makes presentations to boards, commissions, civic groups and the general public.

Performs advanced, professional financial management and accounting work.

Prepares and administers the City's annual budget.

## CITY OF OROVILLE

~~Prepares amendments to the Redevelopment Plan and Participation Agreements.~~

Establishes and maintains internal control procedures, and ensures that state and national standard accounting procedures are maintained; oversees the posting and reconciliation of ledgers and accounts.

Monitors long-term indebtedness of the City; manages cash flow and investment schedules.

Arranges long term debt financing and work-out on defaulted properties.

Administers risk management, payroll, accounts payable, accounts receivable and purchasing functions.

Supervises the collection of taxes, fees and other receipts in accordance with laws and regulations.

Participates in the selection of consultants; drafts requests for proposals and contracts in areas of responsibility.

Reviews the financial reports of various City programs for contract compliance.

Coordinates the annual audit and the preparation of the Comprehensive Annual Financial Report and other required reports.

Prepares a variety of studies, analyses, reports and related information for decision-making purposes; forecasts, estimates and monitors the financial condition of the City to ensure the fiscal well-being of the City.

Oversees the maintenance of accurate and complete financial records; prepares and/or supervises the preparation of financial reports, including tax reports.

Oversees the central computerized financial and management information system for the City.

Supervises the selection of office and computer equipment and software for the City.

Receives and responds to inquiries, requests for assistance, concerns and complaints regarding department functions and activities.

Coordinates department activities with other divisions, departments and agencies as appropriate.

Keeps abreast of new trends, legislation and developments in municipal financial management and accounting.

Represents the department in various City, regional, civic and community meetings as required; serves on various boards and committees as appropriate.

Performs general administrative work as required, including but not limited to attending and conducting meetings, reviewing and preparing correspondence, entering computer data and preparing spreadsheets and computer-generated reports, copying and filing documents, sending and receiving faxes, etc.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Pertinent federal, state and local laws, codes, ordinances and regulations.

Modern municipal administrative methods, procedures, organization and functions.

Governmental accounting theory, principles and practices.

Internal control procedures, management information systems and computerized financial applications.

Public finance and fiscal planning.

Municipal bonds and debt management.

Redevelopment Plan Amendments and Participation Agreements.

Payroll, procurement and accounts payable functions.

Budget development and administration practices.

Budgetary, accounting and reporting systems.

Principles and practices of risk management, grant administration, debt management and issuance, cash management.

Governmental redevelopment programs and related financial planning, record-keeping and reporting.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Principles of supervision, training and performance evaluation.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

Information systems technology and specific applications for financial record-keeping and reporting.

Methods and techniques of effective report preparation and presentation.

English usage, spelling, grammar and punctuation.

Safe work practices.

**Ability to:**

Interpret, analyze, apply and enforce pertinent City policies and procedures, and federal, state and local laws, rules and regulations.

Develop, implement and interpret goals and procedures for providing effective and efficient financial services.

Develop and administer a sound financial program for the City.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Exercise sound, independent judgment within general policy guidelines.

Analyze, interpret, summarize and present administrative, financial and technical information and data in an effective manner.

Prepare and analyze complex financial reports.

Maintain efficient and effective financial systems and procedures.

Prepare and administer budgets.

Keep abreast of trends and requirements in City government financial record-keeping and reporting.

Select, supervise, train and evaluate staff.

Use computer programs for financial / administrative record-keeping and reporting.

Perform mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Speak effectively in public.

Establish and maintain effective working relationships with those contacted in the course of work.

**Experience:**

Six years of increasingly responsible municipal or other governmental financial experience, including at least two years of experience in a management, administrative or supervisory capacity.

**Education:**

Graduation from an accredited college or university with a Bachelor's degree in accounting, finance, business or public administration or a closely related field.

**Substitution:**

Additional professional local government accounting or financial experience may be substituted for college on a year-for-year basis.

**Additional Requirements:**

Possession of a valid California driver's license.

Ability to be bonded.

**TYPICAL WORKING CONDITIONS**

Work typically is performed in a normal office environment.

**TYPICAL PHYSICAL REQUIREMENTS**

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR/CITY CLERK  
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: APPOINTMENT OF A PLANNING COMMISSIONER AND RE-APPOINTMENT  
OF PLANNING AND PARK COMMISSIONERS**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider the appointment of a qualified City resident to serve on the Oroville Planning Commission for the remainder of former Commissioner Singh's term ending June 30, 2016. The Council may also consider re-appointing Carl Durling, Tua Vang and Wyatt Jenkins to the Oroville Planning Commission for four year terms ending June 30, 2018 and Machel Conn and Beth Brown Standley to the Oroville Park Commission for five year terms ending June 30, 2019.

**DISCUSSION**

Per the City Municipal Code Section 2-20 (a)(b), no person shall be appointed to either the Planning or Park Commission unless such person is a resident of the City at the time of the appointment. No appointee shall serve on either commission who is not a resident of the City. Per Article IX of the City Code, seven citizens are to be appointed by the Council to serve on the Planning Commission for four year terms each, without compensation. Per Article X of the City Code, five members shall be appointed by the Council to serve on the Park Commission for a term of five years each, without compensation. The current composition of both commissions is as follows:

Planning Commission (4 year terms; 7 member board):

- 1) Chairperson Damon Robison (Term Expires on 06/30/2016)
- 2) Vice Chairperson Carl Durling (Term Expires on 06/30/2014)
- 3) Commissioner Adonna Brand (Term Expires on 06/30/2016)
- 4) Commissioner Randy Chapman (Term Expires on 06/30/2016)
- 5) Commissioner Tua Vang (Term Expires on 06/30/2014)
- 6) Commissioner Wyatt Jenkins (Term Expires on 06/30/2014)
- 7) Vacancy (Hardeep Singh Resigned: Term Due to Expire on 06/30/2016)

Park Commission (5 year terms; 5 member board):

**CC-16**

- 1) Chairperson Scott Lawrence (Term Expires on 06/30/2017)
- 2) Vice Chairperson Machel Conn (Term Expires on 06/30/2014)
- 3) Commissioner Ray Sehorn (Term Expires on 06/30/2017)
- 4) Commissioner Beth Brown Standley (Term Expires on 06/30/2014)
- 5) Commissioner Jim Prouty (Term Expires on 06/30/2017)

On June 30, 2014, three (3) Planning Commissioners and two Park Commissioners will have their terms expire. Additionally, Planning Commissioner Hardeep Singh, whose term was due to expire on June 30<sup>th</sup> of 2016, has resigned. All of the terms that are due to expire this year on the Planning Commission were appointed to fill a vacancy of an existing term. The existing Park Commissioners have served at least one full term as a Park Commissioner.

On December 3, 2013, the Council appointed Wyatt Jenkins to fill a vacancy on the Planning Commission created by the resignation of Dan Gordon. Commissioner Vang was appointed on April 16, 2013 to fill a vacancy created by the resignation of Ronda Brunson and Commissioner Durling was appointed on September 6, 2011 to fill a vacancy created by the resignation of Chris Lambert. All of the current Commissioners have not served a full 4 year term as a commissioner. Staff is recommending that the three (3) Planning Commissioners be reappointed to be allowed to serve at least one full 4 year term.

As for the Park Commissioners, Commissioner Conn and Brown-Stanley have requested to be reappointed for an additional 5 year term. Staff is recommending that the two (2) Park Commissioners be reappointed to additional term.

With regards to Planning Commissioner Hardeep Singh vacancy, the Executive Committee and City Staff recommends that the Council appointment a citizen to from the list of remaining candidates from the December 3, 2014 Council meeting, including: Ira Smith, Michael Britton, Sr., Peter J. Gibson, and Alexander Ziburtovicz.

At the April 14, 2014 meeting, the Executive Committee discussed this issue made the recommendations listed below.

## **FISCAL IMPACT**

Minimal impact to the General Fund for advertisement expenses to recruit new applicants.

## **RECOMMENDATION**

1. Reappoint Planning Commissioners Durling, Jenkins and Vang to serve on the Oroville Planning Commission to serve at least one full 4 year term ending June 30, 2018.
2. Appoint a qualified City resident to fill the current vacancy on the Oroville Planning Commission from the list of remaining candidates that applied for the Planning Commission vacancy from the December 3, 2014 Council meeting to serve the remainder of former Commissioner Singh's term ending June 30, 2016.

3. Reappoint Park Commissioners Brown-Stanley and Conn to the Oroville Park Commission to serve an additional five year term ending June 30, 2019.

## **ATTACHMENTS**

Applications from the current Planning and Park Commissioners for reappointment  
Four (4) remaining applications from the December 3, 2014 Council meeting

**RE-APPOINTMENT REQUESTS FOR  
OROVILLE PLANNING COMMISSION**

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

City of Oroville

MAR 26 2014

Administration

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission  Arts Commission  
 Housing Loan Advisory Committee  Economic Development Loan Advisory Committee  
 Park Commission  Southside Community Center Advisory Committee  
 Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): Wyatt Jenkins

Residence Address: 12 Westwood Way

Mailing Address (if different): \_\_\_\_\_

Telephone: 530-534-3065 E-Mail Address: Wjenkins@Buttecounty.net

Are you a qualified elector\*\* of the City? Yes  No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: Engineering Technician, Associate

Current Employer: Butte County

Current Employer Address: 7 County Center Dr., Oroville

Telephone: 538-7681

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: Some College

Memberships of Organizations: F.O.E. 196

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: Planning Commission 1-27-14 - Present

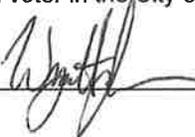
OPTIONAL

How did you hear about this recruitment? \_\_\_\_\_

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 3-25-14

Signature: 



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

*I would like to finish a full term.*

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

*I was born and raised in Oroville.*

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

*I have no known conflicts*

Date: 3-25-14

Signature: 

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

City of Oroville

MAR 27 2014

Administration

Name of committee/commission you are applying for:

PLANNING COMMISSION

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission                       Arts Commission  
 Housing Loan Advisory Committee                       Economic Development Loan Advisory Committee  
 Park Commission                       Southside Community Center Advisory Committee  
 Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): CARL L. DURLING

Residence Address: 15 WILDFLOWER TERR.

Mailing Address (if different): \_\_\_\_\_

Telephone: 530-533-0615                      E-Mail Address: dad.durling.NET

Are you a qualified elector\*\* of the City?                      Yes                       No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: RETIRED

Current Employer: N/A

Current Employer Address: N/A

Telephone: N/A

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: MASTERS IN PUBLIC ADMIN.

Memberships of Organizations: BOY SCOUTS OF AMERICA

Have you served on any committee/commission in the past?                      Yes                       No

If yes, list committee/commission and dates served: PARKS AND TREES

OPTIONAL

How did you hear about this recruitment? CURRENT MEMBER

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 27 MAR 14

Signature: Carl L. Durling

**CITY OF OROVILLE**  
**APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION**  
*(Please Read Instructions)*  
**RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965**  
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Planning Commission

Note: If you are applying for more than one committee/commission, number in order of preference.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Planning Commission                 | <input type="checkbox"/> Arts Commission                               |
| <input type="checkbox"/> Housing Loan Advisory Committee                | <input type="checkbox"/> Economic Development Loan Advisory Committee  |
| <input type="checkbox"/> Park Commission                                | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input type="checkbox"/> Oroville Mosquito Abatement District Committee |  |

**APPLICANT INFORMATION**

Name (print): Tua Vang

Residence Address: 54 Riverview Terrace Dr., Oroville, CA 95965

Mailing Address (if different): \_\_\_\_\_

Telephone: (916) 716-0697 E-Mail Address: vangtua@yahoo.com

Are you a qualified elector\*\* of the City? Yes  No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

**EMPLOYMENT INFORMATION**

Occupation: Employment Eligibility Specialist

Current Employer: Butte County

Current Employer Address: 202 Mira Loma Dr., Oroville, CA 95965

Telephone: \_\_\_\_\_

**EXPERIENCE/BACKGROUND**

(Additional information/resume may be attached to this application)

Education: Some college

Memberships of Organizations: Leo Veterans of America

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: Planning Commission - ending 6/14

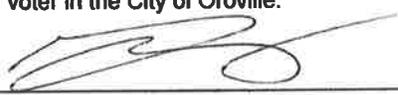
**OPTIONAL**

How did you hear about this recruitment? \_\_\_\_\_

**VERIFICATION**

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 4/29/13

Signature: 



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

To be part of this community and participate in helping develop this city.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

Diverse perspective and ideas to our growing city.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise? No

Date: 4/29/13

Signature: 

**APPOINTMENT REQUESTS FOR  
OROVILLE PLANNING COMMISSION**

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION  
(Please Read Instructions)  
RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965  
Completed applications are considered public records per Government Code §6252.

RECEIVED  
OCT 29 2013  
CITY OF OROVILLE  
BUILDING DEPT.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission
- Arts Commission
- Housing Loan Advisory Committee
- Economic Development Loan Advisory Committee
- Park Commission
- Southside Community Center Advisory Committee
- Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): Ira Smith  
Residence Address: 96 Highlands Blvd  
Mailing Address (if different): \_\_\_\_\_  
Telephone: 530 370 4891 E-Mail Address: iraismith@hotmail.com  
Are you a qualified elector\*\* of the City? Yes  No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: Contractor  
Current Employer: Self  
Current Employer Address: PO Box 5131  
Telephone: 530 370 4891

EXPERIENCE/BACKGROUND  
(Additional information/resume may be attached to this application)

Education: \_\_\_\_\_

Memberships of Organizations: \_\_\_\_\_

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: \_\_\_\_\_

OPTIONAL

How did you hear about this recruitment? Planning Commissioner

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10-28-13

Signature: [Handwritten Signature]



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "application for appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

To help better the town I live in for me and fellow residents.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

Building and understanding development.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

No conflicts

Date: 10-28-13

Signature: \_\_\_\_\_

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

City of Oroville

(Please Read Instructions)

NOV 18 2013

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code § 6252

Administration

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

Planning Commission

Arts Commission

Housing Loan Advisory Committee

Economic Development Loan Advisory Committee

Park Commission

Southside Community Center Advisory Committee

Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): Michael Britton Sr.

Residence Address: 1165 Brereton Way Oroville, Ca 95966

Mailing Address (if different):

Telephone: 530 533 7775 E-Mail Address: mdc730@comcast.net

Are you a qualified elector\*\* of the City? Yes No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: Dry Cleaner / Business Owner

Current Employer: Self Modern Dry Cleaners

Current Employer Address: 730 Montgomery St. Oroville, Ca 95965

Telephone: 530 533-2733

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: High School Diploma Las Plumas H.S.

Memberships of Organizations: Knights of Columbus

Have you served on any committee/commission in the past? Yes No

If yes, list committee/commission and dates served:

OPTIONAL

How did you hear about this recruitment? Word of Mouth

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11-18-13

Signature: Mike Britton



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "application for appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

To give input on businesses coming into Oroville, & The path to Creating more business here. Provide a business owners insight into the Planning Process.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

I have been an Oroville resident since 1968. My wife & I own a business, and make our home here in Oroville. I also have 30 years of experience in the building industry from logging, to finished homes.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

Not to my Knowledge

Date: 11-18-13

Signature: Mike Butler

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

City of Oroville  
NOV 18 2013  
Administration

Name of committee/commission you are applying for:

PLANNING COMMISSION

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission
- Housing Loan Advisory Committee
- Park Commission
- Oroville Mosquito Abatement District Committee
- Arts Commission
- Economic Development Loan Advisory Committee
- Southside Community Center Advisory Committee

APPLICANT INFORMATION

Name (print): PETER J. GIBSON

Residence Address: 2425 ORO QUINCY HWY., OROVILLE

Mailing Address (if different): \_\_\_\_\_

Telephone: (530) 403-0373 E-Mail Address: petejgibson@sbeglobal.net

Are you a qualified elector\*\* of the City?  Yes  No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: UNEMPLOYED

Current Employer: \_\_\_\_\_

Current Employer Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: A.S. FIRE SCIENCE

Memberships of Organizations: BOARD MEMBER HOPE CENTER, MEMBER EVANGELICAL FREE CHURCH, U.S. AIR FORCE RESERVE

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: \_\_\_\_\_

OPTIONAL

How did you hear about this recruitment? Newspaper

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 11/15/13

Signature: Peter J. Gibson



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "application for appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

I'VE LIVED IN OROVILLE FOR OVER 15 YEARS. I SEE GREAT POTENTIAL AND OROVILLE AS AN UNTAPPED RESOURCE FOR NORTHERN CALIFORNIA. I BELIEVE THAT OROVILLE CAN HAVE GROWTH BUT STILL RETAIN THE SMALL TOWN FEELING. I WANT TO BE PART OF THAT.

2. What unique qualifications and/or skills would you bring to the Committee/Commission? I AM A TEAM PLAYER, GREAT LISTENER AND NOT AFRAID TO ASK QUESTIONS OR USE COMMON SENSE. I HAVE A LOVE FOR OROVILLE AND WOULD LOVE TO BE PART OF THE PROCESS THAT MAKES OROVILLE THE JEWEL THAT I SEE IT AS AND THAT OTHERS TRAVEL TO SEE IT AS WELL.

I REALIZE THAT I DON'T HAVE THE EDUCATION, BACKGROUND THAT OTHERS MAY HAVE, BUT I BRING A FRESH LOOK, LOVE OF CITY AND EXCITEMENT OF THINGS TO COME.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise? NONE

Date: 11/18/13

Signature: 

# Peter J. Gibson



2425 Oro Quincy Hwy. • Oroville, CA 95966  
Home Phone 530-533-1552 • Cell-530-403-0373 Email [peterjgibson@sbcglobal.net](mailto:peterjgibson@sbcglobal.net)

## Objective:

To obtain an entry-level position where I can increase my management skills, provide excellent customer service with the opportunity to contribute to the efficient operation of your company while learning advancement through on-the job performance.

## Professional Skills:

- Military Veteran
- Intermediate Computer Understanding
- Managerial/Leadership/Training Experience
- Communication/Inter-Personal Skills

## Work History:

### ***Fleet Mechanic, Butte County Mosquito & Vector Control District*** ***April 2007-Present***

Performed troubleshooting and repairs to all fleet vehicles as needed, retained fleet maintenance records with accuracy up to date through the main computer program, managed inventory of supplies for vehicles, industrial/mechanical equipment, collaborated with other departments, sustained customer service and vendor relations for the company. Supervised and trained seasonal workers

### ***Aircraft Structural Maintenance Journeyman & Hydraulic Specialist, Beale AFB*** ***February 2003 – 2007***

Executed Corrosion Control, inspections, repairs, replacements, painting, manufacturing of aircraft structural parts on KC-135; performed operational checks, repairs, replacements, servicing, perform periodic inspections and troubleshooting of Hydraulic Systems. Maintained and provided maintenance reports through the computer based program for review.

### ***Courier/Client Services, Oroville Hospital*** ***April 1999- October 2002***

Customer relations for the Lab. Dept., delivery of confidential documents, pick up specimens, delivery of supplies, training of new couriers, processing of specimens into lab.

### ***Health Sales Agent, Combined Insurance Comp. of America*** ***December 1998 - April 1999***

Sales of Health, Cancer and Medicare supplements, customer relations, service calls, explained coverage's to clients, recruiting.

## Military Service

- Air Force Reserves, 940 ARW/ 13 RS, Beale AFB, CA, 1998-Present.
- Participant in Allied Forces, 1999.
- Air Force Reserves, 940 AGS, Luke AFB, AZ, 1992-1993.
- Participant in Desert Shield, 1991
- National Guard Reserves, 161st. CAMS, Sky Harbor Intl. Airport, 1990-1992.
- Active Duty Air Force, 314th AMU, Luke AFB, AZ , 1986-1990.

## Education:

Graduate of Noncommissioned Officer Academy, San Antonio, TX  
Completed Three (3) Trade Schools through Air Force Reserves  
Associates in Fire Technology, American River College, 1996

## Licenses & Certificates:

- Aircraft Airframe and Power plant license, 1991.

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6253. RECEIVED

Name of committee/commission you are applying for:

City of Oroville

NOV 21 2013

Note: If you are applying for more than one committee/commission, number in order of preference.

Planning Commission

Arts Commission

Community Development  
and  
Public Works

Housing Loan Advisory Committee

Economic Development Loan Advisory Committee

Park Commission

Southside Community Center Advisory Committee

Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print):

Alexander Ziburkevich

Residence Address:

1512 Robinson Street

Mailing Address (if different):

Telephone:

530.370.2030

E-Mail Address:

al\_zib@yahoo.com

Are you a qualified elector\*\* of the City?

Yes

No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation:

Retired

Current Employer:

Current Employer Address:

Telephone:

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education:

College

Memberships of Organizations:

Have you served on any committee/commission in the past? Yes

No

If yes, list committee/commission and dates served:

OPTIONAL

How did you hear about this recruitment?

cityoforoville.org

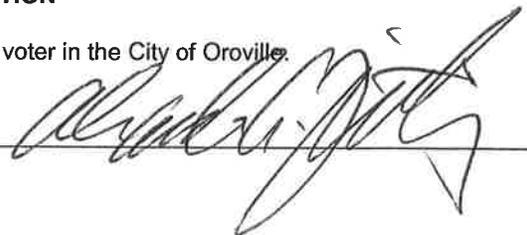
VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date:

11-21-2013

Signature:



NOV 21 2013



Community Development

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "application for appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

serve my community

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

Resident/Property owner in Oroville Historic Downtown Overlay; would be the ONLY downtown resident/layperson serving on the planning commission.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

NO

Date: 11-21-2013

Signature:

[Handwritten signature]

**RE-APPOINTMENT REQUESTS FOR  
OROVILLE PARK COMMISSION**





## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

The Park Commission serves a valuable advisory role and provides a link to the community at large to address issues that might concern the citizens of the Oroville in regard to our parks and cultural facilities. I currently sit on the Park Commission and would like to continue serving in that capacity. I take the role seriously, attend all meetings unless unable to do so. I come prepared to enter into discussion, I am willing to work towards the betterment of our facilities. I believe my time on the commission has been well served and request you reappoint me to serve on the Parks Commission.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

In the time I have served on the Park Commission, my knowledge of the operation of the Parks Department has increased. I have learned many of the operational "hows and whys." This experience enhances my ability to work with the department as well as make recommendations that may affect the department. As for my general skills, I have the ability to work well with others. I am responsible, dependable and I care about this community. I work with a variety of organizations and groups and maintain a good relationship with them. Also, I am a member of the City docent organization. This particular relationship lends a unique perspective as I sit on the Park Commission.

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

The only conflict that I might have is centered around my being a member of the docent organization. So far there has been no conflict. I will abstain from voting on any issue if such a conflict arises.

Date: 4/19/14

Signature: Maehle Cour

Attachment to:

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

EXPERIENCE/BACKGROUND

Education: Graduated from Las Plumas High School in 1963. Attended Chico State College during the fall semester of 1963-64. Left college for marriage and family. In 1996 I completed the Honors Program and earned an AA degree in Liberal Studies from Butte/Glenn Community College.

Membership of Organizations: Actively engaged in the Oroville Docent Association, Oroville Hospital Auxiliary, Osher Lifelong Learning Institute as a peer leader, AARP Safe Driver instructor, Quota Club of Oroville, Oroville Downtown Business Association, Friends of the Arts, Artists of River Town.

I hold membership in The Friends of the Library, FRSCA, Butte County Historical Society, Oroville Concert Association, STAGE, Retired Public Employees Association, Paradise Art Center, Chico Art Center.

I have served on various committees for a number of city wide events including: Feather Fiesta Days, Salmon Festival, Perry Mason Days, Olive Festival, Hooked on Fishing.



Machelle Conn  
6 Wildflower Terrace  
Oroville, CA 95965  
530 533-4140  
machconn@gmail.com

Beth Brown Standley

54 Grand Ave #8

Oroville CA 95965

City Clerk for the City of Oroville,

I, Beth Brown Standley, would like to be re-appointed as a commissioner to the Parks and Trees Commission for the City of Oroville.

5/1/2014

A handwritten signature in cursive script that reads "Beth Brown Standley". The signature is written in dark ink and is positioned above the printed name.

Beth Brown Standley

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY;  
LIZ EHRENSTROM, HUMAN RESOURCES**

**RE: REVISIONS TO THE DEPUTY FIRE CHIEF AND ASSISTANT  
POLICE CHIEF JOB DESCRIPTIONS AND ESTABLISHMENT  
OF SALARY RANGES**

**DATE: MAY 6, 2014**

**SUMMARY**

The Council may consider revisions to the job descriptions and the establishment of salary ranges for the Deputy Fire Chief and Assistant Police Chief positions.

**DISCUSSION**

The Council has previously taken the action to combine the Fire Department and the Police Department into a combined Public Safety Department. As this combination of resources and leadership has evolved, it has become increasingly apparent a strong second in command for both disciplines is necessary. Funding for these positions has been identified within our current budgets. No additional monies will be required to fill these positions. Prior to appointing second in commands it is necessary to revise the job descriptions for both positions. The revision to the job description is attached for the Council's review and consideration.

Staff further requests any direction regarding the potential salary range for the positions. A recent comparison to some traditional jurisdictions suggest that an upward adjustment of up to 20% may be necessary to be consistent with those areas.

A salary survey of surrounding agencies was conducted, to establish a salary range for each position. The highest salary and the lowest salary were eliminated to better come up with an average median. The average salary range is \$107,238 to 127,995. For the Assistant Police Chief position, the same Cities were used. The same formula was used to arrive at a median. The average salary range for Assistant Police Chief is \$104,514 to \$130,660.

## **FISCAL IMPACT**

Unknown at this time.

## **RECOMMENDATION**

Adopt Resolution No. 8214 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING REVISIONS TO THE JOB DESCRIPTIONS AND ESTABLISHING SALARY RANGES FOR THE DEPUTY FIRE CHIEF AND ASSISTANT POLICE CHIEF POSITIONS..

## **ATTACHMENT**

Resolution No. 8214  
Revised Deputy Fire Chief Job Description  
Revised Assistant Police Chief Job Description

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8214**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING REVISIONS TO THE JOB DESCRIPTIONS AND ESTABLISHING SALARY RANGES FOR THE DEPUTY FIRE CHIEF AND ASSISTANT POLICE CHIEF POSITIONS**

**BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Council hereby authorizes an amendment to the salary and the establishment of a salary range for the position of Deputy Fire Chief.
2. The Council hereby authorizes an amendment to the salary and the establishment of a salary range for the position of Assistant Police Chief.
3. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on May 6, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

## DEPUTY FIRE CHIEF/FIRE MARSHAL

### DEFINITION

To plan, organize, implement, supervise and administer assigned departmental activities, operations and programs; to serve as a shift supervisor over assigned personnel; to direct fire service personnel and equipment while engaged in fighting fires; to participate in fire suppression activities and operations; and to perform related duties and responsibilities as required.

As designated by the Fire Chief, will serve as head of Fire Prevention Bureau of the Fire Department ensuring compliance with California Building Code, Fire Code, Zoning Ordinance and other related codes and standards are met.

This position also is responsible for the supervision and implementation of Title 19, Health and Safety Code and Fire Inspections.

*This is an "at will" position, and as such shall be appointed by the City Council. The position shall serve at the pleasure of the City Council..*

### SUPERVISION RECEIVED AND EXERCISED

Receives administrative general direction from the ~~Fire Chief~~ Public Safety Director.

Plans, organizes, administers and supervises all services, programs and activities of the Fire Department.

Exercises direct supervision over regular and volunteer ~~fire suppression~~ departmental personnel.

**EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

Plans, organizes, directs, ~~and~~ implements, coordinates and supervises all assigned departmental activities, operations, ~~fire prevention bureau~~ and programs.

Assists in developing, recommending and implementing cost-effective, innovative department programs, policies and procedures

Supervises and evaluates the performance of personnel on assigned shift; assigns schedules; reviews completed assignments for compliance with established standards; conducts formal performance evaluations of assigned personnel.

~~Evaluates and determines training needs of assigned personnel; develops, organizes, implements and participates in training programs; ensures proper certification of assigned personnel.~~

Assists establishing, within City policy, appropriate service and staffing levels; allocates resources accordingly.

~~Reviews and evaluates reports of subordinate officers for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.~~

Assists in selecting, training, supervising, motivating and evaluating the performance of department personnel through the chain of command; provides or coordinates staff training; implements disciplinary and termination processes

Establishes and implements operational policies and procedures related to assigned programs and operations; evaluates and modifies existing procedures to increase efficiency and to meet established departmental goals and objectives.

Responds to fire alarms and serves as field commander at fire scenes; supervises fire suppression operations and provides detailed instruction and direction to subordinates in extinguishing fires and performing other work related to the protection of life and property.

Confers with Fire Chief regarding operational or program objectives, problems and/or progress.

Interprets departmental goals, objectives, policies and procedures to departmental personnel.

Estimates personnel and material requirements needed to meet program objectives.

Assists with the preparation and administration of department and program budgets; authorizes and tracks expenditures; processes departmental purchases and other accounts payable; writes specifications for items to be purchased and coordinates the bidding process.

~~Responds to fire alarms and serves as field commander at fire scenes; supervises fire suppression operations and provides detailed instruction and direction to subordinates in extinguishing fires and performing other work related to the protection of life and property.~~

Participates in fire fighting operations, including forcing entry into buildings, scaling ladders, directing hose streams, operating chemical extinguisher, ensuring proper building ventilation to drive out smoke/gas, covering exposures, and directing salvage operations.

~~Supervises and/or assists with fire investigations.~~

Inspects personnel, equipment and quarters, and supervises and participates in the maintenance of fire station and equipment.

Coordinates, supervises and/or participates in various special programs and operations as assigned, which may include the installation, testing and servicing of City fire hydrants; the review of City accidents and inspection of City properties for fire hazards and damage; coordination and monitoring of the department's weed abatement program; processing and recording of blight activities for the department, etc.

~~Coordinates and/or assists with the coordination of the department's volunteer and intern firefighter programs.~~

Participates in the development and presentation of effective fire prevention and educational programs to school, civic and community groups.

Receives and responds to inquiries, requests for assistance, concerns and complaints from the public regarding fire service and safety matters.

Keeps abreast of new developments in fire fighting, prevention, training and administration.

Represents the department at meetings with other departments, agencies and organizations as required.

Performs routine administrative functions as required, including but not limited to maintaining daily logs and preparing required reports, maintaining attendance and payroll records, coordinating the work of assigned clerical personnel, copying and filing documents, issuing burn permits to the public, conducting and attending staff meetings, etc.

Works an administrative schedule, which may include 24-hour duty assignments.

Assists in researching problems and complaints regarding commercial and residential buildings, building construction and code compliance.

Responds to complex and sensitive building and fire prevention issues.

~~Investigates tenant / landlord disputes to determine the veracity of the complaint and work toward resolution of code violations.~~

Assists in receiving and responding to inquiries, requests for assistance, concerns and complaints from the public regarding fire service and safety matters

Assists in preparing and submitting reports on departmental programs and activities to the City Administrator and City Council.

Reviews and approves plans submitted for building permits; ensures conformance to applicable building, electrical, mechanical, plumbing, fire, zoning and other codes and regulations of City, state and federal agencies.

Oversees the inspection of industrial, commercial and residential buildings; personally performs the more complex inspections and assists subordinates with inspection work as needed.

Performs Fire Marshal duties under minimal supervision of the Fire Chief, including fire code enforcement, and supervision of annual inspections including all A and H occupancies and some E and I occupancies.

~~Conduct complex, technical inspections and acceptance tests for efficiency of fire protection equipment, automatic fire extinguishing systems, fire alarm systems and associated devices.~~

~~Conducts inspection of facilities using hazardous materials to ensure compliance with local, state and federal regulations pertaining to storage, use and disposal of these materials. Conducts inspections of aboveground storage tank facilities for both new installations and facility closure; provide detailed reports of all facility closures.~~

~~Conduct complex, technical inspections of buildings and property to ensure compliance with fire prevention laws and standards.~~

~~Negotiates with contractors and developers for access and water supplies needed to ensure appropriate response to emergency conditions.~~

~~Provides technical advice on sprinkler systems, high piled storage, hazardous materials and related fire code issues.~~

Evaluates existing fire safety conditions and federal, state and local codes applicable to fire safety, recommending policies, procedures and ordinance revisions as necessary.

~~Monitor annual fire works storage and sales.~~

Acts as the City agent for Knox box key vault systems for rapid entry for emergency personnel.

Keeps abreast of new developments in building / fire code enforcement and fire safety.

Maintains records of building and fire prevention inspection activity, and completes related reports. Issues certificates and permits as appropriate.

Prepares Staff Reports as directed;

Maintains discipline;

May serve as acting Fire Chief in the absence of the Chief, as assigned

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Pertinent federal, state and local laws, regulations and ordinances.

Fire codes, building codes and appropriate health / safety codes pertaining to fire suppression/prevention operations.

Operational characteristics, services and activities of a Modern comprehensive municipal fire protection program.

Specialized rescue technology and hazardous materials issues.

Principles and techniques of modern first aid, rescue, resuscitation and emergency medical services.

Geography, building construction types, major fire hazards, water supply and fire/building laws and regulations of the City.

Principles of water hydraulics.

California and federal emergency management agencies, mutual aid plans and procedures.

Principles of combustion as related to the various types of building and construction materials.

Recent developments, current literature and sources of information related to fire science and safety.

Budget preparation and administration methods.

Principles of supervision, training and performance evaluation.

~~Modern office practices and technology, including the use of computers for word and data processing.~~

~~Methods of letter writing and report preparation. English~~

~~usage, spelling, grammar and punctuation. Safe work~~

~~practices. Public / community relations techniques.~~

**Ability to:**

Interpret, analyze, apply and enforce federal, state and local laws, rules and regulations, as well as departmental policies and procedures, related to fire suppression/prevention operations.

Estimate manpower and material needs and costs accurately. Plan, organize, supervise and evaluate the work of subordinate staff.

Train and instruct personnel in modern firefighting and fire prevention methods.

Develop and implement policies and procedures designed to meet departmental goals and objectives.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Take charge of a fire scene and effectively direct firefighting operations.

Work under stressful or dangerous conditions, often involving considerable personal risk or risk to others.

React quickly and calmly in emergency situations.

Appraise situations and people accurately and quickly, and adopt an effective course of action.

Deal courteously, yet firmly and effectively with the public in emergency situations.

Properly use fire suppression and other work-related equipment.

Learn standard emergency radio procedures and codes.

Prepare clear and concise administrative reports.

Perform mathematical computations with accuracy.

Make effective public presentations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Meet the physical requirements necessary for successful job performance.

**Experience:**

Six years of increasingly responsible professional experience in fire prevention and suppression, including at least three years of experience in a responsible middle-management position.

**Education:**

Associate of Arts degree from an accredited college or university with a major in fire science or related field. A Bachelor's degree, Master's degree or Executive Fire Officer Program with major course work in fire science or administration is desirable. Additional years of experience can be substituted for educational requirement. Each candidate will be evaluated on an individual basis.

**Additional Requirements:**

Possession of a valid California driver's license and the ability to upgrade to Class "B"

Possession of a State of California Fire Officer Certificate or equivalent.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration. Worker is subject to unusual fatigue from irregular working hours / incident call activity.

### **TYPICAL PHYSICAL REQUIREMENTS**

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, crawl, kneel, twist and reach while performing office and/or field duties;

6 frequently lift and/or move up to 25 pounds and occasionally up to 100 pounds; use hands to finger, handle or operate objects, tools or controls; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform fire suppression duties, including handling hoses and operating equipment, and driving a motor vehicle.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

## ASSISTANT CHIEF OF POLICE

### DEFINITION

Subject to the provisions of the City Charter, City Code and City Policy and Procedures, under **the supervision** and direction of the ~~Chief of Police~~, assists in planning, directing, coordinating, staffing, and organizing the programs, projects, activities of the police department, and enforcement of the law and the preservation of life and property; carries out the statutory duties of the Assistant Chief of Police, performs related work as required. This is an "at will" position, and as such shall be appointed by the City Council. The position shall serve at the pleasure of the City Council.

### SUPERVISION RECEIVED AND EXERCISED:

Works under the general direction of **the Director of Public Safety** ~~Chief of Police~~, keeping the City Administrator informed of department activities.

Directly supervises the work of sworn personnel, non-sworn, mid-managers, and other persons as required, and, in the absence of the **Director of Public Safety** ~~Chief of Police~~, of the entire Police Department.

### DISTINGUISHING CHARACTERISTICS:

This is a sworn leadership position in the police department. The incumbent serves at the discretion of the City Council, but works under the general direction of the **Director of Public Safety** ~~Police Chief~~. The Assistant Police Chief is responsible for the overall daily operation of any one or all of the Divisions or Special Assignments. The Assistant Chief of Police acts as the Chief of Police in his/her absence. As a developing Assistant Chief of Police, the position will oversee the administration of the functions of the Support Division **and Patrol Divisions**. As such, he/she will be in charge of the Communications Section, Records, Public Inquiry Counter, Administrative Services, VIPS, Evidence/Property, quality control, Investigations, Media Relations, Narcotics Task Force, and other persons or units as assigned. The Assistant Chief of Police must demonstrate strong ethical, professional, and service oriented leadership and inter-personal skills; commands the respect of, and sets a good example for, his/her supervisors, peers, and subordinates; understands, accepts, and correctly applies the tenets of the department's philosophy and values; and the City's Code of Ethics and Values; has established and maintains a good rapport with other City departments and Department Heads; exercises good independent judgment and discretion; manages and directs employees as required; formulates and oversees administrative policy for the effective use of assigned personnel and budgets; and consistently demonstrates a willingness to cooperate with the remainder of the management team, other members of the department, and other City officials.

## CITY OF OROVILLE

### **EXAMPLES OF ESSENTIAL FUNCTIONS** - *Essential functions may include, but are not limited to, the following:*

Assists in supervision and coordinating the various functions of all divisions, and formulating and revising general orders on policy and procedures, and analyzing operations, and the assignment of personnel;

Studies and does research on Police field activities and in administrative matters;

Takes over responsibility of personnel, activities and equipment of the police department in the absence of a Chief of Police;

Maintains discipline;

Confers with officers, supervisors, and mid-managers in regards to departmental working relationships;

Assists in the preparation of the annual budget and the annual report;

Receives reports forwarded to the Chiefs Office and refers to the Director of Public Safety ~~Chief of Police~~ all matters of importance requiring his/her attention;

Gives such information as may be desired upon Police questions; and acts on or disposes of them in accordance with the policy of the Director of Public Safety ~~Chief of Police~~;

Maintains effective public relations in the field and in the office, including public gatherings;

Initiates correspondence, prepares special reports, coordinates the investigation of complaints referred to the Chiefs office;

Handles routine assignments;

Prepares Staff Reports as directed;

Acts as the department's technology advisor and systems administrator;

Assists in Staff Development; Acts as public liaison as assigned; Facilities oversight;

Plans and trains department personnel;

Staff development;

Department neighborhood watch administrator; research and development coordinator;

Makes innovative recommendations in order to promote maximum efficiency in the utilization of personnel and material resources;

Counsels and evaluates the performance of assigned personnel;

Recommends discipline for personnel when necessary;

Performs special studies as assigned by the Director of Public Safety ~~Chief of Police~~;

Works cooperatively and harmoniously with others;

Attends and participates in professional conferences;

Consults with and keeps City Administrator informed of matters of importance, as directed by the Public Safety Director;

Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS Knowledge of:**

Personnel administration and police science, and the principles of community oriented policing and problem solving;

Laws, ordinances and regulations affecting the work of the department;

The charter of the City of Oroville and commitment to the City and Police Department's Code of Ethics and values.

**Ability to:**

Analyze reports and statistics concerning accidents, crimes, and juvenile delinquency;

Prepare comprehensive reports;

Establish and maintain effective working relationships with City officials, State and local authorities, and the general public;

Plan, train, and supervise the work of police and non-sworn personnel;

Scientific investigation and identification techniques; Traffic control;

## CITY OF OROVILLE

Criminal law with particular reference to apprehension, arrest, and custody of person accused of misdemeanor and felonies;

Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence in criminal cases;

The principles and practices of modern police training, supervision, and administration;

Gather and analyze evidence and draw logical conclusions; Supervise personnel effectively;

Prepare clear, complete, accurate, concise and logical written reports;

Effectively maintain records;

Establish and maintain effective working relationships with others.

### **Education:**

Possession of a Bachelor's Degree in Police Science, Business Administration, Criminal Justice, or other approved field is required. **Additional experience can be substituted for educational requirement. Each candidate will be evaluated on an individual basis.**

### **Experience:**

A minimum of four years' experience as a Police Supervisor and/or Manager is required.

Ten years general California Law Enforcement experience with increasing responsibilities is required.

Served at the Police Sergeant level or higher in at least two of the following assignments: Personnel and training, traffic, internal affairs, budgeting, investigations, reserve coordinator, recruitment, or other specialized assignments is required.

Possession of an appropriate, valid, California Driver's License is required.

Possession of an Advanced POST Certificate is required.

Possession of a Supervisory POST Certificate is required.

Completion of the POST Management Course (80 hours) is required.

Served as a Police Sergeant or Lieutenant in more than one division for at least two years is desirable.

Diversity of assignments is highly desirable.

## CITY OF OROVILLE

A Masters Degree in this same approved field of studies is highly desirable.

Experience as a mid-management position, preferably at the City government level is highly desirable.

Possession of the POST Management Certificate is desirable.

### **Additional Requirements:**

Must be able to perform all the essential functions of the job.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

### **TYPICAL PHYSICAL REQUIREMENTS**

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or police work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms, making arrests, and driving a motor vehicle.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**



# NEWS RELEASE

California Department of Social Services

FOR IMMEDIATE RELEASE  
April 17, 2014

Contact: Michael Weston  
(916) 657-2268

## **Drought Relief Provides Food to California's Hardest Hit Communities**

Sacramento – As the hot, dry months approach and extreme drought grips much of the state, the California Department of Social Services' (CDSS) today announced that food banks in 24 drought-affected counties will be receiving shipments of food assistance. The first \$5.1 million in food assistance will begin to hit food bank shelves in early May, delivered directly to drought-impacted communities.

"Communities are feeling the impacts of the drought, and this assistance will help families put food on the table," said CDSS Director Will Lightbourne. "As the drought persists, we'll continue delivering assistance to where it is most needed."

Today's announcement represents the first wave of drought-related food assistance which will be delivered to communities throughout California this year. The \$687 million emergency drought legislation, signed by Governor Edmund G. Brown Jr. last month, included \$25 million in food assistance for the counties most impacted by the drought.

Shipments will be sent to counties in which the unemployment rate is higher than the 2013 statewide average and which have a higher share of agricultural workers than the state as a whole. These counties include: Amador, Butte, Colusa, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Merced, Modoc, Monterey, San Benito, San Joaquin, Santa Cruz, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Yolo and Yuba. A study on effects of the drought conducted by the University of California, Davis has been initiated and once completed will help refine the locations of future food assistance distributions.

Beginning in May, local food banks in these 24 counties will receive pre-packaged boxes of nutritionally balanced, non-perishable food, designed to provide enough food for a household of four people for about five days. Food items include canned fruits and vegetables, soup, peanut butter, rice, and beans. These food banks are developing local Drought Action Plans for food distributions and collaborating with other local organizations who may be serving impacted families.

Individuals receiving the food box will be asked to self-certify that they live in a household where drought conditions have caused their underemployment or unemployment.

In addition to drought-related food assistance, families and individuals who are expecting long-term impacts of the drought will be offered information and assistance in applying for the CalFresh Program. CalFresh is a federal program designed to help families add to their food budget to put healthy and nutritious food on the table. More information about CalFresh and applications for the program are available at [www.calfresh.ca.gov](http://www.calfresh.ca.gov).

Governor Brown has called on all Californians to reduce their water use by 20 percent – visit [SaveOurH2O.org](http://SaveOurH2O.org) for ideas about how to conserve, and visit [Drought.CA.Gov](http://Drought.CA.Gov) to learn more about how California is dealing with the effects of the drought.

###

**PALERMO UNION  
SCHOOL DISTRICT**

7390 Bulldog Way  
Palermo, CA 95968-9700  
(530) 533-4842  
Fax (530) 532-1047

Superintendent  
Dr. Jacqueline Dolar

Board of Trustees  
Walter Hancock  
Marie L. Thomas  
Thomas Robertson  
Susan Short  
Richard Wulbern

Helen Wilcox School  
5737 Autrey Lane  
Oroville, CA 95966  
(530) 533-7626  
Fax (530) 533-6949  
Heather Scott, Principal

Honcut School  
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Heather Scott, Principal

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Kathleen Andoe, Principal

Golden Hills School  
2400 Via Canela  
Oroville, CA 95966  
(530) 532-6000  
Fax (530) 534-7982  
Carol Brown, Principal

April 17, 2014

Oroville City Council  
1735 Montgomery Street  
Oroville, CA 95965

Re: Increase in Developer Fee – Resolution

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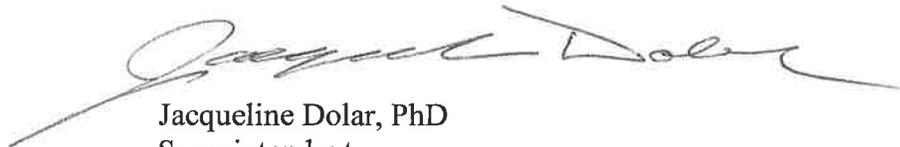
Gentlepersons,

Enclosed please find a copy of Resolution No. 14-3 regarding the Developer Fees established by the Palermo Union School District Board of Trustees at their April 16, 2014 Board Meeting.

Also enclosed is a copy of the Justification Study and a map of the District.

The fees are scheduled to be effective July 1, 2014.

Sincerely,



Jacqueline Dolar, PhD  
Superintendent

JD:an

Enclosures

**RESOLUTION NO. 14-03**

**(April 16, 2014, Regular Meeting)  
A RESOLUTION OF THE GOVERNING BOARD OF THE  
PALERMO UNION SCHOOL DISTRICT  
ESTABLISHING SCHOOL FACILITIES FEES AS AUTHORIZED BY  
GOVERNMENT CODE SECTION 65995(b)(3)**

WHEREAS, Education Code Section 17620 authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against residential and commercial-industrial development projects for the construction or reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes the maximum fees that may be charged against such development projects; and,

WHEREAS, the maximum fees authorized by Education Code Section 17620 are \$3.36 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.54 per square foot of commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, school districts sharing a common territory, as the Palermo Union School District and the Oroville Union High School District do, are required to share the maximum fees, and

WHEREAS, the Palermo Union District may charge the lesser of: a) the fiscal impact of new development as determined by this *Developer Fee Justification Study* dated March 2014 ("*Study*") or b) the maximum fees authorized by Education Code Section 17620 less the amounts charged by the Oroville Union High School District;

WHEREAS, the Oroville Union High School District has adopted fees of \$1.32 per foot of residential development and \$0.00 per square foot of commercial-industrial development; and

WHEREAS, based on the above information, at this time (but subject to future change based on the above formula and the amounts charged by the Oroville Union High School District), the Palermo Union School District may charge:

- \$2.04 per square foot of residential development
- \$0.54 per square foot of commercial-industrial development (except rental self-storage)
- \$0.28 per square foot of rental self-storage development; and

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to the above information.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Palermo Union School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled April 16, 2014, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Sections 6062(a), 66004 and 66018 and a notice, including a statement that the data required by Government Code sections 66004 and 66018 was available, was mailed at least fourteen (14) days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee is to be established pursuant to this Resolution. By way of such public meeting, the Board received the *Developer Fee Justification Study* dated March 2014 (hereinafter referred to as the "*Study*") which formed the basis for the action taken pursuant to this Resolution.

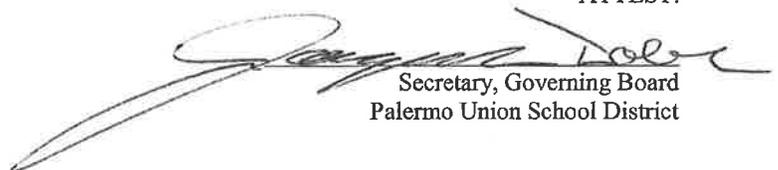
2. Findings. The Board has reviewed the *Study* as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Enrollment at the District schools will exceed capacity.
  - B. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities.
  - C. Without the addition of new school facilities, and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - D. Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions of overcrowding will exist within the District, which will impair the normal functioning of the District's educational programs;
  - E. The fees proposed in the *Study* and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - F. The fees proposed in the *Study* and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the *Study*;
  - G. The uses of the fees proposed in the *Study* and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - H. The fees proposed in the *Study* and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed;
  - I. The fees proposed in the *Study* and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities;
  - J. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by the development;
  - K. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby establishes the fee in the amount of \$2.04 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and in the amount of \$0.54 per square foot for new commercial or industrial construction. The rental self-storage category of commercial/industrial justification has less impact and should be collected at the justified rate of \$0.28 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:

- A. The amount of the District's fees as authorized by Education Code Section 17620 may be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
  - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
  - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
5. **Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion.
  6. **Implementation.** For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
  7. **California Environmental Quality Act.** The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
  8. **Commencement Date.** The effective date of this Resolution shall be July 1, 2014, which is at least 60 days following its adoption by the Board.
  9. **Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Butte County and to the Planning Commission and City Council of the City of Oroville.
  10. **Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Palermo Union School District this 16<sup>th</sup> day of April, 2014, by the following vote:

AYES: 4  
 NOES: 0  
 ABSENT: Walter Hancock  
 ABSTAIN: 0

  
 President, Governing Board  
 Palermo Union School District

ATTEST:  
  
 Secretary, Governing Board  
 Palermo Union School District

**LEGAL DESCRIPTION OF  
PALERMO UNION SCHOOL DISTRICT  
COUNTY OF BUTTE - STATE OF CALIFORNIA**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY-TWO, T. 18 N., R. 4 E., M. D. B. & M.; THENCE NORTHERLY ON SECTION LINES 1 ½ MILES, MORE OR LESS, TO THE QUARTER SECTION BETWEEN SECTIONS 14 AND 15, SAID TOWNSHIP; THENCE EASTERLY ON HALF SECTION LINE 1 MILE MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 13 AND 14, SAID TOWNSHIP; THENCE NORTHERLY ON SECTION LINES 1 MILE, MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 11 AND 12, SAID TOWNSHIP; THENCE EASTERLY ON HALF SECTION LINE ½ MILE MORE OR LESS, TO THE CENTER OF SECTION 12, SAID TOWNSHIP; THENCE NORTHERLY ON HALF SECTION LINE ½ MILE MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 1 AND 12, SAID TOWNSHIP; THENCE WESTERLY ON SECTION LINES 1 ½ MILES MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 2, T. 18 N., R. 4 E.; THENCE NORTHERLY ON SECTION LINES 3 MILES MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 27, T. 19 N., R. 4 E.; THENCE WESTERLY ON SECTION LINES 2 MILES MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 28, SAID TOWNSHIP; THENCE SOUTHERLY ON SECTION LINE TO A POINT ON THE CENTERLINE OF MONTE VISTA AVENUE; THENCE WESTERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF VIA PACANA; THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE, 1496.52 FEET, TO A POINT ON THE SOUTHERLY PROJECTION OF SAID CENTERLINE, SAID POINT ALSO BEING A POINT ON THE SOUTH BOUNDARY OF THE "VISTA DEL CERRO, UNIT NO. 2" SUBDIVISION; THENCE CONTINUING EASTERLY ALONG SOUTHERN BOUNDARY OF SAID SUBDIVISION TO A POINT ON THE WESTERN BOUNDARY OF SECTION 28, OF SAID TOWNSHIP; THENCE CONTINUING SOUTHERLY ALONG SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE WESTERLY ON SECTION LINES 2 MILES MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 31, T. 19 N., R. 4 E.; THENCE SOUTHERLY ON RANGE LINE TO THE NORTHEAST CORNER OF SECTION 36, T. 19 N., R. 3 E.; THENCE WESTERLY ON SECTION LINE TO THE CENTER OF THE FEATHER RIVER; THENCE SOUTHERLY AND WESTERLY DOWN THE CENTER OF THE FEATHER RIVER 6 MILES, MORE OR LESS, TO THE SECTION LINE BETWEEN SECTION 15 AND 22, T. 18 N., R. 3 E.; THENCE EASTERLY ON SECTION LINES 1 ¼ MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 13, T. 18 N., R. 3 E.; THENCE SOUTHERLY ON SECTION LINE 1 MILE TO NORTHEAST CORNER OF SECTION 26, SAID TOWNSHIP; THENCE WEST ON SECTION ¼ MILE TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ SECTION 26; THENCE SOUTH ¾ MILE TO THE CENTER CORNER OF SOUTHEAST QUARTER OF SAID SECTION 26; THENCE WEST ¼ MILE TO THE NORTHWEST CORNER OF SOUTHWEST ¼ SOUTHEAST ¼ OF SAID SECTION 26; THENCE SOUTH ½ MILE TO NORTHWEST CORNER OF LOT NO. 2 OF WATTS GRIDLEY COLONY NO. 1; THENCE EAST ¼ MILE TO NORTHEAST CORNER OF SAID LOT NO. 2; THENCE SOUTHERLY ¾ MILE TO SOUTHWEST CORNER OF LOT 17 OF SAID SUBDIVISION; THENCE EAST ON LOT LINE TO SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTHERLY ON SECTION LINE 100 FT. TO SOUTHWEST CORNER SECTION 36, T. 18 N., R. 3 E.; THENCE EAST 1 MILE TO NORTHWEST CORNER SECTION 6, T. 17 N., R. 4 E.; THENCE SOUTH ON RANGE LINE FOUR MILES, MORE OR LESS, TO THE CENTER OF THE SOUTH HONCUT CREEK, AT THE BOUNDARY LINE, BETWEEN BUTTE AND YUBA COUNTIES AS ESTABLISHED BY SURVEY OF B. L. MCCOY AND J. R. MEEK, COUNTY SURVEYORS OF BUTTE AND YUBA COUNTIES, 1901; THENCE EASTERLY ALONG THE SAID SOUTH HONCUT CREEK AS ESTABLISHED BY SAID SURVEY OF 1901 SEVEN MILES, MORE OR LESS, TO ITS INTERSECTION WITH THE LINE BETWEEN SECTIONS THIRTEEN AND FOURTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE FOUR EAST; THENCE NORTH ON SECTION LINES ONE AND THREE-QUARTER MILES TO THE NORTHWEST CORNER OF SECTION TWELVE, SAID TOWNSHIP; THENCE EAST ON SECTION LINE ONE MILE TO THE SOUTHEAST CORNER OF SECTION ONE, SAID TOWNSHIP; THENCE NORTH ON RANGE LINE THREE MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION TWENTY-FIVE, TOWNSHIP EIGHTEEN NORTH, RANGE FOUR EAST, M. D. M.; THENCE WEST ON SECTION LINES TWO MILES TO THE PLACE OF BEGINNING.

10/1/07

**BUTTE COUNTY SCHOOL DISTRICTS  
(2006 ASSESSMENT)**

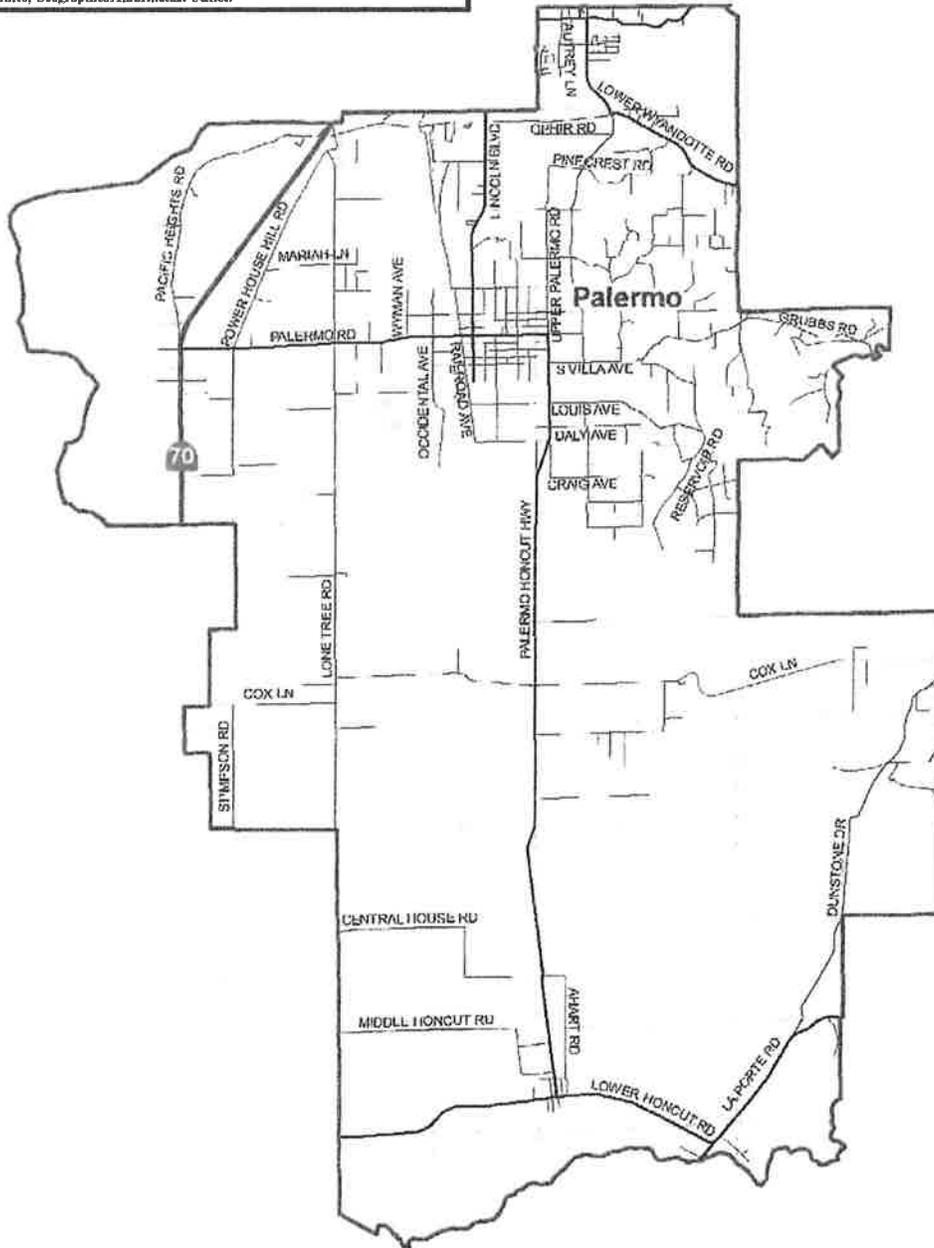
**PALERMO UNION**



School Districts



Date compiled by CSU, Chico, Geographical Information Center.



**Randy Murphy**

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**From:** Jon Clark [JClark@bcag.org]  
**Sent:** Wednesday, April 30, 2014 10:24 AM  
**To:** Randy Murphy  
**Cc:** Michael Rosson; Andy Newsum  
**Subject:** Issues at Oroville Transit Center

Randy:

BCAG will be closing the public restroom at the Oroville Transit Center for an indefinite time, due to continued vandalism. The drivers restroom will continue to be used, but is not accessible to the public.

BCAG closed the public restroom at the Oroville Transit Center last year due to this same problem, the restroom was later opened after we installed a timed door lock and a security camera system at the facility. BCAG also initiated daily cleaning of the restroom and occasional pressure washing of the facility, which increased costs to keep the transit center clean by over \$12,000 per year.

In recent months the vandalism of the public restroom has elevated again to the point that it cannot be kept clean, and has become a safety/health problem. People are entering the restroom before the lock sets at the end of day, and are sleeping in the restroom and on occasion are starting fires for warmth or cooking.

BCAG is also receiving an increased amount of complaints from the public regarding the unusable condition of the restroom and the loitering of individuals who appear to be using/selling drugs at the Transit Center. Several riders and bus drivers have indicated passengers are fearful to use the Transit Center.

BCAG regrets having to take this action. Securing the Oroville Transit Center from the continued vandalism and loitering is now a primary concern of ours. Possible solutions may involve the establishment of a City ordinance that provides the foundation for enforcement at the facility. BCAG could then look into the possibility of providing law enforcement (possible transit police) at the facility through grant funding.

Please let me know if you have any questions, or if you have any suggestions on dealing with this matter.

**Jon Clark**  
Executive Director



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4/30/2014