



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**AUGUST 19, 2014**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

***"Oroville - California's best opportunity for a safe and diverse quality of life"***

---

### **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. 4)**

### **RECONVENE TO OPEN SESSION**

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

#### **PLEDGE OF ALLEGIANCE**

#### **PROCLAMATION / PRESENTATION**

A Proclamation in recognition and appreciation of *Elisabeth "Mike" Isch*.

A *New Business Acknowledgement* and *Welcome to Oroville* for *R P A Welding*.

### **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 AUGUST 5, 2014 REGULAR MEETING AND AUGUST 12, 2014 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **PROPOSED RESERVE POLICY** – staff report

The Council may consider adopting the proposed Reserve Policy. (**Randy Murphy, City Administrator and Glenn Lazof, Interim Director of Finance**)

Council Action Requested: **Adopt Resolution No. 8256 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED RESERVE POLICY.**

3. **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDING ASSISTANCE AGREEMENT FOR A SITE-SPECIFIC BROWNFIELD ASSESSMENT GRANT** – staff report

The Council may consider a Funding Assistance Agreement, in the amount of \$350,000, with the U.S. Environmental Protection Agency to conduct a site-specific brownfield assessment of a 39-acre property located at the intersection of Oro Dam Boulevard and Veatch Street (APN 036-270-016). (**Donald Rust, Director of Community Development**)

Council Action Requested: **Adopt Resolution No. 8257 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR A SITE-SPECIFIC BROWNFIELD ASSESSMENT OF A 39-ACRE PROPERTY LOCATED AT THE INTERSECTION OF ORO DAM BOULEVARD AND VEATCH STREET (APN 035-270-016).**

4. **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDING ASSISTANCE AGREEMENT FOR A COMMUNITY-WIDE BROWNFIELD ASSESSMENT GRANT** – staff report

The Council may consider a Funding Assistance Agreement, in the amount of \$400,000, with the U.S. Environmental Protection Agency to conduct a community-wide brownfield assessment of properties within the Industrial Area (IU2) Project Area. (**Donald Rust, Director of Community Development**)

Council Action Requested: **Adopt Resolution No. 8258 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY TO CONDUCT A COMMUNITY-WIDE BROWNFIELD ASSESSMENT OF PROPERTIES WITHIN THE INDUSTRIAL AREA (IU2) PROJECT AREA.**

## **PUBLIC HEARINGS** - None

## **REGULAR BUSINESS**

5. **ARTS, CULTURE AND ENTERTAINMENT DISTRICT TASK FORCE AND MANAGEMENT TEAM** – staff report

The Council may consider the establishment of the desired operations, management and marketing structure dedicated to the start-up and on-going management of the Arts, Culture and Entertainment District.

**(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Provide direction to staff.**

**6. RENTAL AGREEMENT BETWEEN FEATHER RIVER RECREATION AND PARK DISTRICT AND THE CITY OF OROVILLE AND TERMINATION OF THE EXISTING LEASE AGREEMENT OF BEDROCK PARK – staff report**

The Council may consider a rental agreement between Feather River Recreation and Park District (FRRPD) and the City for the use of the Municipal Auditorium for FRRPD's sports programs, and returning Bedrock Park back to the City by terminating the existing lease agreement between FRRPD and the City. **(Randy Murphy, City Administrator)**

Council Action Requested:

- 1. Direct the City Administrator to process the termination of the existing lease agreement between the FRRPD and the City for the operation and maintenance and return Bedrock Park to the City; and**
- 2. Direct the City Administrator to execute a rental agreement that allows FRRPD to utilize the Municipal Auditorium for sports programs at the pro-rated price of \$24,000 per year for its annual indoor program, with an option to extend on an annual basis.**

**7. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR JULY 2014 – reports attached**

The Council will receive a copy of the Monthly Summary of Investments and the Monthly Financial Reports for July 2014. **(Randy Murphy, City Administrator)**

Council Action Requested: **Acknowledge receipt of the July 2014 Monthly Summary of Investments and Monthly Financial Reports.**

**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**

- Public Safety Department – activity report

**CORRESPONDENCE**

- Torres Community Shelter, received August 12, 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 following represented groups: Oroville City Employee's Association, Oroville Fire Fighter's Association, Oroville Police Officers' Association, Oroville City Confidential Association, and Oroville Mid-Manager's Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators 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.
3. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators 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
4. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – one case
5. Pursuant to Government Code Section 54956.8, the Council will meet with Real Property Negotiators, City Administrator, Director of Community Development and City Attorney, regarding the property identified as 2009 Challenger Ave., Oroville.
6. Pursuant to Government Code Section 54956.8, the Council will meet with Real Property Negotiators, City Administrator, Director of Community Development and City Attorney, regarding the property identified as 2066 Bird Street, Oroville.

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, September 2, 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  
AUGUST 5, 2014 – 5:00 P.M.**

---

The agenda for the August 5, 2014 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at [www.cityoforoville.org](http://www.cityoforoville.org) on Thursday, July 31, 2014, at 11:36 a.m.

The August 5, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:12 p.m.

**ROLL CALL**

Present: Council Members Andoe, Bunker, Pittman, Simpson (arrived late), Vice Mayor Wilcox, Mayor Dahlmeier  
Absent: Council Member Berry

**Staff Present:**

---

Randy Murphy, City Administrator  
Allen Byers, Assistant Police Chief  
Donald Rust, Director of Planning & Development Services  
Luis Topete, Associate Planner  
Dean Hill, Deputy Fire Chief/Fire Marshall

Scott Huber, City Attorney  
Karolyn Fairbanks, City Treasurer  
Jamie Hayes, Assistant City Clerk  
Glenn Lazof, Interim Director of Finance  
Gary Layman, Chief Building Official

---

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**PROCLAMATION / PRESENTATION**

Mayor Dahlmeier presented Joy Hudson and Peggy Ott, Volunteers in Police Services, with a Proclamation recognizing August 5, 2014 as National Night Out.

The Council observed a moment of silence in honor of City employee, Mark Conway.

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

Joe Wilson – Item No. 2  
Eva Lincoln – Item No. 8  
Mike Donnelly – Item No. 11  
August Lincoln – Item No. 8 and 12  
Toby Erickson – Item No. 11

**CONSENT CALENDAR**

A motion was made by Council Member Bunker, seconded by Vice Mayor Wilcox, to approve the following Consent Calendar, with exception to Item No. : 2 and 5

- 1. APPROVAL OF THE MINUTES OF THE JULY 15, 2014 REGULAR MEETING AND JULY**

**25 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

**2. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

**3. BUTTE COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE - staff report**

The Council considered the adoption of the Butte County Local Hazard Mitigation Plan update. **(Donald Rust, Director of Community Development)**

**Council Action Requested: Adopt Resolution No. 8248 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE CITY OF OROVILLE'S PARTICIPATION AND ADOPTION OF THE FINAL BUTTE COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE AS PART OF THE DISASTER MITIGATION ACT OF 2000.**

**4. PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR PUBLIC WORKS INSPECTION SERVICES - staff report**

The Council considered a Professional Services Agreement with Willdan Engineering, in an amount not to exceed \$25,000, for Public Works Construction Inspection Services. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

**Council Action Requested: Adopt Resolution No. 8240 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$25,000, FOR PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES – (Agreement No. 3077).**

**5. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

**6. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT AND REVISED BUDGET WITH PLACEWORKS – staff report**

The Council considered an amendment to the Professional Services Agreement with PlaceWorks, formerly The Planning Center DC&E, in the amount of \$8,600, for planning services relating to the changes of the General Plan Land Use Map and Zoning Map for implementation of the Arts, Culture, and Entertainment District into the City's General Plan and Zoning Code. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested:

**1. Adopt Resolution No. 8250 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, FORMERLY THE PLANNING CENTER DC&E, FOR AN ADDITIONAL AMOUNT OF \$8,600, FOR PLANNING SERVICES RELATING TO THE CHANGES OF THE GENERAL PLAN LAND USE MAP AND ZONING MAP FOR IMPLEMENTATION OF THE ARTS, CULTURE AND ENTERTAINMENT DISTRICT INTO THE CITY'S GENERAL PLAN AND ZONING CODE – (Agreement No. 3019-2).**

**2. Direct staff to reflect any necessary changes to the 2014/15 Final Budget.**

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

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

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**2. RECOGNITION OF AUGUST 11, 2014 AS NATIONAL "CALL BEFORE YOU DIG DAY" - staff report**

The Council considered a Resolution recognizing August 11, 2014 as "Call Before You Dig Day". **(Randy Murphy, City Administrator)**

This item was removed from the Consent Calendar to allow for a brief presentation by Joe Wilson, Pacific Gas & Electric Company.

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

**Adopt Resolution No. 8247 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING AUGUST 11, 2014 AS NATIONAL "CALL BEFORE YOU DIG DAY".**

The motion was passed by the following vote:

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

**5. AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION - staff report**

The Council considered an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville City Employees' Association. **(Randy Murphy, City Administrator)**

This item was removed from the Consent Calendar at the request of City Administrator, Randy Murphy, therefore no action was taken on the following:

**Adopt Resolution No. 8249 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION – (Agreement No. 1432-13).**

## **PUBLIC HEARING**

### **7. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1 – 8 – staff report**

The Council conducted a public hearing regarding the annual assessments relating to the City's Consolidated Benefit Assessment Districts. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Member Andoe and Vice Mayor Wilcox recused themselves from this item due to possible conflicts of interest.

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:

- 1. Adopt Resolution No. 8251 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2014/15.**
- 2. Authorize the Mayor to sign the Proposition 218 Certification for inclusion on the 2014/15 Butte County Tax Roll.**
- 3. Direct staff to make any necessary changes to the 2014/15 Final Budget.**

The motion was passed by the following vote:

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

### **8. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1 - 17 – staff report**

The Council conducted a public hearing regarding the annual assessments relating to the City's Consolidated Landscape and Lighting Maintenance Assessment Districts. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Member Andoe and Vice Mayor Wilcox recused themselves from this item due to possible conflicts of interests.

Mayor Dahlmeier opened the public hearing.

August and Eve Lincoln spoke in opposition to the annual assessments relating to the City's Consolidated Landscape and Lighting Maintenance Assessment Districts.

Hearing no comments further 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:

1. **Adopt Resolution No. 8252 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014/15.**
2. **Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2014/15 Butte County Tax Roll.**
3. **Direct staff to make any necessary changes to the 2014/15 Final Budget.**

The motion was passed by the following vote:

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

## **REGULAR BUSINESS**

9. **SUPPORT OF RESOLUTION RELATING TO ENVIRONMENTAL AND PUBLIC SAFETY IMPACTS OF ILLEGAL MARIJUANA GROWS - staff report**

The Council considered providing direction to staff in regards to a proposed League of California Cities' resolution relating to the environmental and public safety impacts of illegal marijuana grows. **(Randy Murphy, City Administrator)**

A motion was made by Council Member Pittman, seconded by Council Member Bunker, to:

**Support the proposed League of California Cities' resolution relating to the environmental and public safety impacts of illegal marijuana grows.**

The motion was passed by the following vote:

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

10. **ACQUISITION OF REAL PROPERTY ALONG THE WEST SIDE OF ORO DAM BOULEVARD AND NORTH OF BRIDGE STREET (APN 033-470-039-000) – staff report**

The Council considered a request by the current property owner of approximately 0.9 acres of real property, located along the west side of Oro Dam Boulevard and north of Bridge

Street, to transfer the property to the City of Oroville at no cost. **(Donald Rust, Director of Community Development)**

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

**Deny the request to acquire approximately 0.9 acres of real property, located along the west side of Oro Dam Boulevard and north of Bridge from the current property owner.**

The motion was passed by the following vote:

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

**11. STREAM CHARTER SCHOOL USE PERMIT FEE WAIVER REQUEST - staff report**

The Council received a report and considered a fee waiver request from the STREAM Charter School for the fees associated with a use permit as specified herein. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Toby Erickson and Mike Donnelly spoke in support of the fee waiver request relating to the STREAM Charter School, for the fees associated with a use permit.

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

- 1. Amend the permit fee to \$1,500 relating to the STREAM Charter School use permit; and**
- 2. Approve installment payments, in the amount of \$150 per month for 10 months, for the payment of the STREAM Charter School's use permit.**

The motion was passed by the following vote:

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

**12. ANNUAL SANITARY SEWER SERVICE RATE INCREASE - staff report**

The Council considered a Resolution certifying that the Sewer Service charges to be levied on the 2014/15 tax roll are in compliance with Proposition 218. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

August Lincoln spoke in opposition to the Sewer Service charges to be levied on the 2014/15 tax roll.

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

**Adopt Resolution No. 8253 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CERTIFICATION WITH THE BUTTE COUNTY AUDITOR CERTIFYING THAT THE SEWER SERVICE CHARGES LEVIED ON THE 2014/15 TAX ROLL ARE IN COMPLIANCE WITH PROPOSITION 218.**

The motion was passed by the following vote:

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

**13. REQUEST BY THE OROVILLE DOWNTOWN BUSINESS ASSOCIATION TO RENAME PARKING LOT "A" TO ELISABETH "MIKE" ISCH PARKING LOT – staff report**

The Council considered a request by the Oroville Downtown Business Association to rename Parking Lot "A" on Montgomery Street the Elisabeth "Mike" Isch Parking Lot in honor of her many years of service to the community of Oroville. **(Randy Murphy, City Administrator)**

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

**Approve the request by the Oroville Downtown Business Association to rename Parking Lot "A" on Montgomery Street the Elisabeth "Mike" Isch Parking Lot in honor of her many years of service to the community of Oroville.**

The motion was passed by the following vote:

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

**14. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2014/15 – staff report**

The Council considered the annual special tax relating to the City's Community Facilities District for fiscal year 2014/15. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

**1. Adopt Resolution No. 8254 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY**

**FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES,  
FOR FISCAL YEAR 2014/15.**

2. **Adopt Resolution No. 8255 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2014/15.**
3. **Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2014/15 Butte County Tax Roll.**

The motion was passed by the following vote:

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

**MAYOR/ COUNCIL REPORTS**

Mayor Dahlmeier, with consensus from the Council, re-appointed Council Member Pittman to serve on the Butte County Indian Gaming Local Community Benefit Committee.

Mayor Dahlmeier announced her appointment as Chairperson to the Butte Local Agency Formation Commission.

Council Member Pittman commended the Oroville Police Department, Butte County Sheriff's Office, Feather River Parks and Recreation, Recology and Catalyst for their successful clean-up of the Dog Park located in Riverbend Park.

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Finance Department – activity report
- Oroville Police Department – memo

Donald Rust announced the award and funding of U.S. Environmental Protection Agency Brownsfield grant funds in the amount of \$750,000. A Request for Proposals relating to environmental site assessments and community outreach activities relating to the grant.

Mr. Rust also commended City employee, Amanda Wilkey, for her outstanding work performance.

**CORRESPONDENCE**

- Butte County Mosquito & Vector Control District, received July 14, 2014
- Nanci Glassgow, received July 28, 2014
- Department of Alcoholic Beverage Control, received July 30, 2014
- California Water Service Company, received July 30, 2014

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

Breck Wright, Oroville Police Officer, spoke to the Council in regards to current Police staffing levels.

Bud Tracy, Tracy Realty Company, announced the increased student capacity at the Northwest Lineman's College from 112 students to 160 students.

## **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 following represented groups: Oroville City Employee's Association, Oroville Fire Fighter's Association, Oroville Police Officers' Association, Oroville City Confidential Association, and Oroville Mid-Manager's Association.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators 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.
3. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators 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
4. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – two cases
5. Pursuant to Government Code Section 54956.8, the Council met with Real Property Negotiators, City Administrator, Director of Community Development, Director of Finance and City Attorney, regarding the property identified as 525 Airport Parkway, Oroville.

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 7:45 p.m. A special meeting of the Oroville City Council will be held on Tuesday, August 12, 2014, at 5:00 p.m.

---

Randy Murphy, City Clerk

---

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL MEETING MINUTES  
AUGUST 12, 2014 – 5:00 P.M.**

---

The agenda for the August 12, 2014 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website locate at [www.cityoforoville.org](http://www.cityoforoville.org) on Friday, August 8, 2014 at 10:36 a.m.

The August 12, 2014 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:07 p.m.

**ROLL CALL**

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

Absent: Council Member Andoe

---

**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. BUDGET WORKSHOP – PROPOSED REVISIONS TO FISCAL YEAR 2015 BUDGET - staff report**

The Council considered adopting recommended revisions to the Fiscal year 2014 - 2015 Budget. **(Randy Murphy, City Administrator and Glenn Lazof, Interim Director of Finance)**

Following discussion, the Council gave direction to staff and directed staff to return with this item at a later date for further considerations therefore, no action was taken on the following:

**Approve revisions to the Fiscal Year 2014 - 2015 Budget, as indicated in the August 12, 2014 staff report.**

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

Allen Young posed questions to the Council pertaining to the City's budget.

Celia Hirschman made comments in regards to Cal Water Company.

Council Member Pittman, reported on the current status of \$160,000,000 relating to the Off-Highway Vehicle funds earmarked for the Oroville Clay Pit Recreational Area.

**ADJOURNMENT**

The meeting was adjourned at 7:18 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, August 19, 2014 at 5:00 p.m.

---

Randy Murphy, City Clerk

---

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS;  
CHAIRPERSONS AND COMMISSIONERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR;  
GLENN LAZOF, INTERIM DIRECTOR OF FINANCE**

**RE: PROPOSED RESERVE POLICY**

**DATE: AUGUST 19, 2014**

**SUMMARY**

The Council may consider adopting the proposed Reserve Policy.

**DISCUSSION**

The Reserve Policy (Policy) was submitted to the Executive/ Finance Committee on May 27, 2014 and August 11, 2014. The Policy was reflected in the revised Fiscal Year 2015 budget as submitted to Council August 12, 2014.

**FISCAL IMPACT**

None, this Policy is consistent with the current budget.

**RECOMMENDATION**

Adopt Resolution No. 8256 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED RESERVE POLICY.

**ATTACHMENT**

Resolution No. 8256  
Proposed Reserve Policy

**CITY OF OROVILLE  
RESOLUTION NO. 8256**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED  
RESERVE POLICY**

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Oroville City Council as follows:

1. The Council hereby adopts the proposed Reserve Policy, which has been attached as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on August 19, 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

## Reserve Policies and Practices

The City of Oroville Reserve Policies are subject to California State law, the Oroville City Charter, generally accepted accounting principles (GAAP), and City Council adopted ordinances and resolutions. The City resources and appropriations policies are extensions of the laws established by the State of California through the City Council and follow GAAP for local governments and budgeting practices.

## Assigned Fund Balance Reserves<sup>1</sup>

### Risk Management

The City of Oroville participates in a City Risk Management Insurance Pool, the Northern California Cities Insurance Fund. The City participates in the Northern California Cities Self Insurance Fund, a Joint Powers Authority (JPA), to provide processing of claims, pooling of claims exposure and excess insurance coverage, one for general liability coverage and one for workers' compensation coverage. The JPA relies on estimates prepared by professional actuaries to set aside funds adequate to meet potential losses.

**General Liability:** The City's insurance pool has banking and excess coverage such that our all covered losses have full coverage as long as premium payments continue.

**Workers Compensation:** The City's insurance pool has banking and excess coverage such that all covered losses are fully covered as long as premium payments continue. However, the City is 100% self insured for all claims prior to 1990.

The Assigned Fund Balance objective is set as follows:

*General Liability:* A minimum of 25% of the prior annual premium in reserve.

*Workers Compensation:* A minimum of 25% of prior year premium / claims expense in reserve, plus three year historical (actual or projected basis as available) pre-1990 claim expense.

## Pensions, Post-employment Benefits, Accrued Leaves

**Pensions:** The City provides pensions and medical benefits for its public safety and non-safety employees through contracts with CalPERS. The City opted to utilize a Pension Obligation Bond to fulfill a previously unfunded retirement liability; therefore there is no unfunded City liability for which reserves need to be dedicated. Ongoing bond payments are reflected in each departments Salary and Benefits expenditures, as are

---

<sup>1</sup> Assigned Fund Balance: Amounts constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. Intent should be expressed by the City Council or a body (a budget or finance committee, for example) or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.

the ongoing employer PERS costs for current employees.

The City has liabilities based on employees leave accruals. These include vacation leave, and the conversion of sick leave to Medical and Other Insurance Premiums upon retirement.

The Accrued Leave Reserve Funds will be set aside annually as follows:

20 % of accrued leave that is compensated upon termination or retirement, including sick time which can be converted to health insurance and other premiums, as of the second payroll of April the previous year.

### *General Fund Contingency Account*

This shall be funded at 2.5% of General Fund expenditures at the beginning of each fiscal year. This fund will function as a fund for unanticipated expenditures. The City Council must approve all transfers out of this account.

### **Additional Reserves and Program Support**

The City will maintain these minimum reserves unless the Council acts to override during time of extraordinary fiscal distress. These funds will receive a distribution of available fund balance, up to their maximum. Until that maximum is reached, the following is the suggested distribution of available fund balance:

Capital Asset Replacement Reserve	70%
Economic Community Enhancement	10%
Fee Waivers	10%
Community Promotion	10%

### *General Fund Capital Asset Replacement Reserve*

This goal of this fund is to set aside annual amounts as needed to cover replacement of existing Capital Assets.<sup>2</sup> The reserve will be used to pay for replacement of covered assets. Departments will contribute to this fund based on the fixed assets they are responsible for. Assets purchased through lease or debt financing will not be reflected in the fund, unless the lease term is shorter than expected life of the equipment. Hardware and software assets are included at the fixed asset threshold. The maximum funding will be based on what is required to meet the replacement schedule.

### *Economic Community Enhancement*

The objective of the Economic Community Enhancement fund is to support City Council

---

<sup>2</sup> The amount needed will be determined after the completion of the physical inventory and completion of the schedule of fixed assets.

approved activities up to 0.75% of General Fund expenditures.<sup>3</sup> This reserve is allocated at the discretion of council to assist new development or the expansion of existing businesses. It may also be used to market the economic advantages of doing business in Oroville, including contracts and grants to agencies that perform that function.

### *Fee Waivers*

This fund may be dispensed by the City Council for Fee Waivers, the maximum amount in this fund will 0.1% of annual general fund operating expenditures. The Fee Waiver Reserve will be debited as the Council approves each fee waiver.

### *Community Promotion*

This fund may be appropriated by the City Council for Community Promotion activities, generally recreational and cultural events which promote the diverse opportunities offered by the Oroville lifestyle. The maximum amount in this fund will be 0.4% of annual General Fund operating expenditures.

---

<sup>3</sup> Expenditures for this purpose exclude one-time costs.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDING  
ASSISTANCE AGREEMENT FOR SITE SPECIFIC BROWNFIELD  
ASSESSMENT GRANT**

**DATE: AUGUST 19, 2014**

**SUMMARY**

The Council may consider a Funding Assistance Agreement, in the amount of \$350,000, with the U.S. Environmental Protection Agency to conduct a site-specific brownfield assessment of a 39-acre property located at the intersection of Oro Dam Boulevard and Veatch Street (APN 036-270-016)..

**DISCUSSION**

On June 10, 2014, the USEPA notified the City of Oroville that the City was awarded \$350,000 to identify hazardous substances for the property located at the intersection of Oro Dam Boulevard East and Veatch Street (APN 035-270-016). Upon receiving the award notification, the USEPA provided instructions as to how to access the federal funding and City Staff is in the process of preparing the application for federal funding assistance to start the implementation of the Site-specific Brownfield Assessment Grant Program. As an applicant for federal funding assistance, the City must assure that we will comply with all applicable federal statutes, executive orders, regulations, and policies governing the grant program.

On August 5, 2015, the City received USEPA approval and notification that the federal funding assistance has been accepted and the City needs to accept the Funding Assistance Agreement

**FISCAL IMPACT**

No impact to the General Fund, except for any yet to be determined administrative costs which may exceed grant limitations. The grant will provide funding for a qualified environmental consultant and for minor administrative expenses, training and travel as required to comply with grant.

cc-3

Staff will bring this to the Council at a later date to consider any needed budget revisions.

## **RECOMMENDATIONS**

Adopt Resolution No. 8257 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR A SITE-SPECIFIC BROWNSFIELD ASSESSMENT OF A 39-ACRE PROPERTY LOCATED AT THE INTERSECTION OF ORO DAM BOULEVARD AND VEATCH STREET (APN 035-270-016).

## **ATTACHMENTS**

- A – Resolution No. 8257
- B – Email from the US EPA
- C – Funding Assistance Agreement

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8257**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY FOR A SITE-SPECIFIC BROWNSFIELD ASSESSMENT OF A 39-ACRE PROPERTY LOCATED AT THE INTERSECTION OF ORO DAM BOULEVARD AND VEATCH STREET (APN 035-270-016)**

**NOW THEREFORE**, be it hereby resolved by the Oroville City Council as follows:

1. The Oroville City Council accepts the Funding Assistance Agreement, in the amount of \$350,000, between the United States Environmental Protection Agency and the City of Oroville for the 2014 Site-Specific Brownfield Assessment Grant for a 39-acre property at the intersection of Oro Dam Boulevard and Veatch Street (APN: 035-270-016).
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on August 19, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

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

**Don Rust**

---

**From:** Chiu, Susan <Chiu.Susan@epa.gov>  
**Sent:** Tuesday, August 05, 2014 9:26 AM  
**To:** Don Rust  
**Cc:** Blazej, Nova  
**Subject:** Notification of Award #BF-99T20801-0 (lumber mill)  
**Attachments:** BF-99T20801-0 Oroville SS.pdf

### Notification of Award

Enclosed is your Assistance Agreement from the U.S. Environmental Protection Agency, Region 9. Please review the entire document, including the terms and conditions, which set forth your legal responsibilities to EPA. Please also refer to the Code of Federal Regulations and OMB Cost Circulars referenced in the Agreement. **(Note: The recipient must comply with General Terms & Conditions located on the EPA website at [http://www.epa.gov/ogd/general\\_tc.pdf](http://www.epa.gov/ogd/general_tc.pdf) referenced in this Assistance Agreement.)**

**Further information is included under the Notice of Award section on page 1 of the award. Should you disagree with the terms and conditions or do not wish to accept EPA funding, your authorized representative must send a notice of disagreement to the EPA award official within 21 days of the award mailing date via Region 9's dedicated email in-box address, [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov).**

We suggest that you forward the award document to your Project Manager, Financial Officer and any other personnel in your organization requiring information about the award.

If you or your staff have any questions of a programmatic nature, please contact your EPA Project Officer. Questions relating to administrative or fiscal matters should be directed to your EPA Grants Specialist. Both contacts are shown on page 1 of the award. You may also access our Region 9 website for additional information to help you manage your grant at: <http://www.epa.gov/Region9/funding>

For information regarding payments and financial reports, please refer to the following website for the Las Vegas Finance Center: <http://www2.epa.gov/financial/grants>

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 99T20801 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 07/29/2014
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/05/2014
		<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> 90686
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Las Vegas Finance Center email: <a href="mailto:lvfc-grants@epa.gov">lvfc-grants@epa.gov</a> or Fax (702) 798-2423	
<b>RECIPIENT:</b> City of Oroville 1735 Montgomery Street Oroville, CA 95965 EIN: 94-6000387		<b>PAYEE:</b> City of Oroville 1735 Montgomery Street Oroville, CA 95965	
<b>PROJECT MANAGER</b> Donald Rust 1735 Montgomery Street Oroville, CA 95965 E-Mail: <a href="mailto:rustdl@cityoforoville.org">rustdl@cityoforoville.org</a> Phone: 530-538-2401		<b>EPA PROJECT OFFICER</b> Nova Blazej 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: <a href="mailto:Blazej.Nova@epamail.epa.gov">Blazej.Nova@epamail.epa.gov</a> Phone: 415-972-3846	<b>EPA GRANT SPECIALIST</b> Danielle Carr Grants Management Office, MTS-7 E-Mail: <a href="mailto:Carr.Danielle@epa.gov">Carr.Danielle@epa.gov</a> Phone: 415-972-3871
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Assessment Cooperative Agreement - Las Plumas Lumber Mill  This project provides funding for the City of Oroville to characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the Las Plumas Lumber Mill area. The overall project goal is to redevelop the site as a retail complex with additional transportation access through the site.  This agreement provides full federal funding in the amount of \$350,000. Preaward costs are approved back to July 1, 2014.			
<b>BUDGET PERIOD</b> 07/01/2014 - 10/31/2017	<b>PROJECT PERIOD</b> 07/01/2014 - 10/31/2017	<b>TOTAL BUDGET PERIOD COST</b> \$350,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$350,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 07/10/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$350,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$350,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official for</b> Katherine Meltzer - Acting Grant Management Officer Cheryl Filart - Award Official delegate			<b>DATE</b> 07/29/2014

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 350,000	\$ 350,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 350,000	\$ 350,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	40 CFR PART 31

## Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1409K0B021	14	E4	09K2AG7	301D79	4114	G9BMNY00		350,000
									350,000

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$21,000
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$5,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$500
<b>6. Contractual</b>	\$323,500
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$350,000
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$350,000
<b>12. Total Approved Assistance Amount</b>	\$350,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$350,000
<b>15. Total EPA Amount Awarded To Date</b>	\$350,000

## **Administrative Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: [http://www.epa.gov/ogd/general\\_tc.pdf](http://www.epa.gov/ogd/general_tc.pdf). These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

### **A. Annual Federal Financial Report (FFR) - SF 425**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) no later than **September 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, the grantee and subgrantee(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

### **C. Six Good Faith Efforts 40 CFR Part 33, Subpart C**

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **D. Utilization of Disadvantaged Business Enterprises**

#### **General Compliance, 40 CFR Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

#### **Fair Share Objectives, 40 CFR Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share

objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board (CSWRCB)** as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **CSWRCB**.

#### **Negotiating Fair Share Objectives/Goals, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at [Ochab.Joe@epa.gov](mailto:Ochab.Joe@epa.gov), within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **Contract Administration Provisions, 40 CFR Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

#### **Bidders List, 40 CFR Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **E. MBE/WBE Utilization Report**

MBE/WBE reporting is limited to annual reports and **only required** for assistance agreements where one or more of the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award; or
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

If this award meets one or more of the conditions as described above, the recipient agrees to complete a "MBE/WBE Utilization under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis and submit it electronically to [grantsregion9@epa.gov](mailto:grantsregion9@epa.gov). When completing the annual report, recipients are instructed to check the box titled "annual" in Section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in Section 1B of the form. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

The annual report is due by October 30<sup>th</sup> of each year. The final report is due within 90 days after the end of the project period or by October 30<sup>th</sup>, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

## **F. Indirect Costs**

The Cost Principles under OMB Circular A-21, A-87 or A-122 apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

# **Programmatic Conditions**

## **I. GENERAL FEDERAL REQUIREMENTS**

**NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.**

### **A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. OPTIONAL - include if the word plan is not approved or conditionally approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. The CAR may not expend (“draw down”) funds to carry out this agreement until EPA’s award official approves the work plan.

b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.

c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

### **B. Eligible Brownfields Site Determinations**

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.

b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated September 2011 for discussion of this element) documenting that:

- (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
- (2) the State determines there is "no viable responsible party" for the site;
- (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

## **II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

### **A. Term of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.

3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

### **B. Substantial Involvement**

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.

b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subgrants.)

c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.

d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.

c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under 2 CFR Part 225 (for state, local and tribal governments) as applicable.

**C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.

3. Subgrants are defined at 40 CFR 31.36. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

#### **D. Quarterly Progress Reports**

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
  - a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
  - b. An update on project schedules and milestones.
  - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
  - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

#### **F. Final Report**

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

### **III. FINANCIAL ADMINISTRATION REQUIREMENTS**

#### **A. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
  - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
  - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
  - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

## **B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
- c. Job training unrelated to performing a specific assessment at a site covered by the grant;
- d. To pay for a penalty or fine;
- e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
- f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA § 107;
- g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.

b. Ineligible grant administration costs include direct costs for:

- (1) Preparation of applications for brownfields grants;
- (2) Record retention required under 40 CFR 31.42;
- (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
- (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
- (5) Maintaining and operating financial management systems required under 40 CFR 31;
- (6) Preparing payment requests and handling payments under 40 CFR 31.21;
- (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
- (8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

## **C. Interest -Bearing Accounts and Program Income**

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the

assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.

b. Interest earned on program income is considered additional program income.

c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

#### **IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS**

##### **A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

##### **B. Quality Assurance (QA) Requirements**

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. In addition, the recipient must comply with the following QA requirements:

a. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.

b. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.

c. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

##### **C. Completion of Assessment Activities**

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan.

This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

#### **D. All Appropriate Inquiry**

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields).

a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of "*significant*" data gaps (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. *Qualifications and signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

*"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."*

*"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

**Note: Please use either "I" or "We."**

d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

#### **V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY**

##### **A. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which

the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

## **VI. PAYMENT AND CLOSEOUT**

### **A. Payment Schedule**

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
  - a. The CAR must submit the following documentation:
    1. The Final Report as described in II.F.
    2. A Final Federal Financial Report (FFR - SF425). Submit to:  
  
US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bld C, Rm 503  
Las Vegas, NV 89119  
Email: [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) or Fax: (702) 798-2423  
<http://www.epa.gov/ocfo/finservices/payinfo.html>
    3. A Final MBE/WBE Report (EPA Form 5700-52A). Submit to the regional Grants Management Office.
  - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
  - c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

**END OF DOCUMENT**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FUNDING  
ASSISTANCE AGREEMENT FOR A COMMUNITY-WIDE BROWNFIELD  
ASSESSMENT GRANT**

**DATE: AUGUST 19, 2014**

**SUMMARY**

The Council may consider a Funding Assistance Agreement, in the amount of \$400,000, with the U.S. Environmental Protection Agency (USEPA) to conduct a community-wide brownfield assessment of properties within the Industrial Area (IU2) Project Area.

**DISCUSSION**

On June 10, 2014, the USEPA notified the City of Oroville that the City was awarded \$400,000 to identify petroleum and hazardous substances for the City's Industrial Area (IU2) project area. Upon receiving the award notification, the USEPA provided instructions as to how to access the federal funding and City Staff is in the process of preparing and the application for federal funding assistance to start the implementation of the Community-wide Brownfield Assessment Grant Program. The application for federal funding assistance was received by the deadline on July 11, 2014.

On August 5, 2015, the City received USEPA approval and notification that the federal funding assistance has been accepted and the City needs to accept the funding assistance agreement

**FISCAL IMPACT**

No impact to the General Fund, except for any yet to be determined administrative costs which may exceed grant limitations. The grant will provide funding for a qualified environmental consultant and for minor administrative expenses, training and travel as required to comply with grant.

Staff will bring this to the Council at a later date to consider any needed budget revisions.

CC-4

## **RECOMMENDATIONS**

Adopt Resolution No. 8258 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY TO CONDUCT A COMMUNITY-WIDE BROWNSFIELD ASSESSMENT OF PROPERTIES WITHIN THE INDUSTRIAL AREA (IU2) PROJECT AREA.

## **ATTACHMENTS**

- A – Resolution No. 8258
- B – Email from the US EPA
- C – Funding Assistance Agreement

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8258**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE FUNDING ASSISTANCE AGREEMENT, IN THE AMOUNT OF \$350,000, FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY TO CONDUCT A COMMUNITY-WIDE BROWNSFIELD ASSESSMENT OF PROPERTIES WITHIN THE INDUSTRIAL AREA (IU2) PROJECT AREA**

**NOW THEREFORE**, be it hereby resolved by the Oroville City Council as follows:

1. The Oroville City Council accepts Funding Assistance Agreement, in the amount of \$400,000, between the United States Environmental Protection Agency and the City of Oroville for the 2014 Community-wide Brownfield Assessment Grant relating to properties within the Industrial Area (IU2) Project Area.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on August 19, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

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

**Don Rust**

---

**From:** Chiu, Susan <Chiu.Susan@epa.gov>  
**Sent:** Tuesday, August 05, 2014 9:24 AM  
**To:** Don Rust  
**Cc:** Blazej, Nova  
**Subject:** Notification of Award #BF-99T20701-0  
**Attachments:** BF-99T20701-0 Oroville CW.pdf

### Notification of Award

Enclosed is your Assistance Agreement from the U.S. Environmental Protection Agency, Region 9. Please review the entire document, including the terms and conditions, which set forth your legal responsibilities to EPA. Please also refer to the Code of Federal Regulations and OMB Cost Circulars referenced in the Agreement. **(Note: The recipient must comply with General Terms & Conditions located on the EPA website at [http://www.epa.gov/ogd/general\\_t\\_c.pdf](http://www.epa.gov/ogd/general_t_c.pdf) referenced in this Assistance Agreement.)**

**Further information is included under the Notice of Award section on page 1 of the award. Should you disagree with the terms and conditions or do not wish to accept EPA funding, your authorized representative must send a notice of disagreement to the EPA award official within 21 days of the award mailing date via Region 9's dedicated email in-box address, [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov).**

We suggest that you forward the award document to your Project Manager, Financial Officer and any other personnel in your organization requiring information about the award.

If you or your staff have any questions of a programmatic nature, please contact your EPA Project Officer. Questions relating to administrative or fiscal matters should be directed to your EPA Grants Specialist. Both contacts are shown on page 1 of the award. You may also access our Region 9 website for additional information to help you manage your grant at: <http://www.epa.gov/Region9/funding>

For information regarding payments and financial reports, please refer to the following website for the Las Vegas Finance Center: <http://www2.epa.gov/financial/grants>

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 99T20701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 07/29/2014
			<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/05/2014
			<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> 90686
			<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Oroville 1735 Montgomery Street Oroville, CA 95965 EIN: 94-6000387		<b>PAYEE:</b> City of Oroville 1735 Montgomery Street Oroville, CA 95965		
<b>PROJECT MANAGER</b> Donald Rust 1735 Montgomery Street Oroville, CA 95965 E-Mail: rustdl@cityoforoville.org Phone: 530-538-2401		<b>EPA PROJECT OFFICER</b> Nova Blazej 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 E-Mail: Blazej.Nova@epamail.epa.gov Phone: 415-972-3846		<b>EPA GRANT SPECIALIST</b> Danielle Carr Grants Management Office, MTS-7 E-Mail: Carr.Danielle@epa.gov Phone: 415-972-3871
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Assessment Cooperative Agreement - Community-Wide  This project provides funding for the City of Oroville to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the Industrial Focus Area 2 in southern Oroville. The project will focus on commercial revitalization in an area over 550 acres.  This agreement provides full federal funding in the amount of \$400,000. Preaward costs are approved back to July 1, 2014.				
<b>BUDGET PERIOD</b> 07/01/2014 - 10/31/2017	<b>PROJECT PERIOD</b> 07/01/2014 - 10/31/2017	<b>TOTAL BUDGET PERIOD COST</b> \$400,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$400,000.00	
<b>NOTICE OF AWARD</b>				
Based on your Application dated 07/10/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official for</b> Katherine Meltzer - Acting Grant Management Officer Cheryl Filart - Award Official delegate				<b>DATE</b> 07/29/2014

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 400,000	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1409K0B020	14	E4	09K2AG7	301D79	4114	G900NY00		200,000
-	1409K0B020	14	E4	09K2AG7	301D79XBP	4114	G900OR00		200,000
									400,000

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$38,000
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$4,000
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$3,250
<b>6. Contractual</b>	\$352,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$2,750
<b>9. Total Direct Charges</b>	\$400,000
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient 0.00 % Federal 100.00 %.)</b>	\$400,000
<b>12. Total Approved Assistance Amount</b>	\$400,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$400,000
<b>15. Total EPA Amount Awarded To Date</b>	\$400,000

## **Administrative Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: [http://www.epa.gov/ogd/general\\_t\\_c.pdf](http://www.epa.gov/ogd/general_t_c.pdf). These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

### **A. Annual Federal Financial Report (FFR) - SF 425**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) no later than **September 30** of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, the grantee and subgrantee(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

### **C. Six Good Faith Efforts 40 CFR Part 33, Subpart C**

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **D. Utilization of Disadvantaged Business Enterprises**

#### **General Compliance, 40 CFR Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

#### **Fair Share Objectives, 40 CFR Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share

objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board (CSWRCB)** as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **CSWRCB**.

#### **Negotiating Fair Share Objectives/Goals, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at [Ochab.Joe@epa.gov](mailto:Ochab.Joe@epa.gov), within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **Contract Administration Provisions, 40 CFR Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

#### **Bidders List, 40 CFR Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **E. MBE/WBE Utilization Report**

MBE/WBE reporting is limited to annual reports and **only required** for assistance agreements where one or more of the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award; or
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

If this award meets one or more of the conditions as described above, the recipient agrees to complete a "MBE/WBE Utilization under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis and submit it electronically to [grantsregion9@epa.gov](mailto:grantsregion9@epa.gov). When completing the annual report, recipients are instructed to check the box titled "annual" in Section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in Section 1B of the form. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

The annual report is due by October 30<sup>th</sup> of each year. The final report is due within 90 days after the end of the project period or by October 30<sup>th</sup>, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

## **F. Indirect Costs**

The Cost Principles under OMB Circular A-21, A-87 or A-122 apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

# **Programmatic Conditions**

## **I. GENERAL FEDERAL REQUIREMENTS**

**NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.**

### **A. Federal Policy and Guidance**

- I. a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. **OPTIONAL** - include if the word plan is not approved or conditionally approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. The CAR may not expend (“draw down”) funds to carry out this agreement until EPA’s award official approves the work plan.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA’s Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

### **B. Eligible Brownfields Site Determinations**

- I. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or

has defenses to liability.

b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated September 2011 for discussion of this element) documenting that:
- (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
  - (2) the State determines there is "no viable responsible party" for the site;
  - (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
  - (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

## II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

### A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been

granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

## **B. Substantial Involvement**

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
  - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
  - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
  - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
  - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
  - c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under 2 CFR Part 225 (for state, local and tribal governments) as applicable..

## **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.36. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.
6. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

#### **D. Quarterly Progress Reports**

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
  - a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
  - b. An update on project schedules and milestones.
  - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
  - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

#### **F. Final Report**

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

### **III. FINANCIAL ADMINISTRATION REQUIREMENTS**

#### **A. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
  - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);

- b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
- c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.
- d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

**B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

- 1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Cleanup activities;
  - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
  - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
  - d. To pay for a penalty or fine;
  - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
  - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA § 107;
  - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
  - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable. .
- 2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable..
  - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
  - b. Ineligible grant administration costs include direct costs for:
    - (1) Preparation of applications for brownfields grants;
    - (2) Record retention required under 40 CFR 31.42;
    - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
    - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;

- (5) Maintaining and operating financial management systems required under 40 CFR 31;
  - (6) Preparing payment requests and handling payments under 40 CFR 31.21;
  - (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
  - (8) Close out under 40 CFR 31.50.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
  - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

### **C. Interest -Bearing Accounts and Program Income**

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
- a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
  - b. Interest earned on program income is considered additional program income.
  - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

## **IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS**

### **A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

### **B. Quality Assurance (QA) Requirements**

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. In addition, the recipient must comply with the following QA requirements:

- a. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be

prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.

- b. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e.: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.
- c. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

### C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

### D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields).
  - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
  - b. An identification of "*significant*" *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information

collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

· “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”

· “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

**Note: Please use either “I” or “We.”**

- d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

## V. Conflict of interest: Appearance of lack of Impartiality

### A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR’s appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

## VI. PAYMENT AND CLOSEOUT

### A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

### B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

1. The Final Report as described in I.I.F.

2. A Final Federal Financial Report (FFR - SF425). Submit to:

US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bld C, Rm 503  
Las Vegas, NV 89119  
Email: [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) or Fax: (702) 798-2423  
<http://www.epa.gov/ocfo/finservices/payinfo.html>

3. A Final MBE/WBE Report (EPA Form 5700-52A). Submit to the regional Grants Management Office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

**END OF DOCUMENT**

**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: ARTS, CULTURE AND ENTERTAINMENT DISTRICT TASK FORCE AND  
MANAGEMENT TEAM**

**DATE: AUGUST 19, 2014**

**SUMMARY**

The Council may consider the establishment of the desired operations, management and marketing structure dedicated to the start-up and on-going management of the Arts, Culture and Entertainment (AC&E) District.

**BACKGROUND**

On November 19, 2013, the Oroville City Council adopted Resolution No. 8151, adopting the Final Draft of the AC&E District planning document which outlines the future of the City's AC&E District for the purpose of revitalizing the City's Historic Downtown as a recreational, community and tourist destination by capitalizing upon the existing cultural, historic, and natural resources of the area.

Since the adoption, of the City's planning document, the American Planning Association, Sacramento Valley Section's Awards Committee, met in May to review the best examples of planning in the Sacramento Valley Section, which covers 19 counties from San Joaquin County in the south to Siskiyou and Modoc counties in the north. The City of Oroville's AC&E District was the sole recipient of the Section Excellence Award under the Economic Planning and Development Award category.

**DISCUSSION**

The preparation, completion and adoption of the AC&E District conceptual plan was an important first step. As a next step in seeing this plan implemented, an AC&E District Task Force and Management Team should be established.

The success of the District will be dependent on more than the development of the physical improvements described in the concept plan. As a specialized District, it will be critical that an operations, management and marketing structure be in place. A key feature of a successful

**CC-5**

arts, culture and entertainment district is for it to be managed and programmed with events frequently so that it is perceived as always active.

Because of the variety and frequency of events and because the AC&E District will consist of six geographically-distinct sub-areas with varying opportunities and management needs, overall coordination will be needed. One option is to establish a single umbrella entity, dedicated specifically to the start-up and on-going management of the district. This could be an AC&E District Task Force, Tourism Committee, Tourism Business Improvement District, or other entity with representation from both the City and the private sector. Establishing this management structure should also be one of the first implementation actions taken, in order to coordinate the physical development and promotion of the overall District as well as assisting with the needs of individual stakeholder groups.

Following is a list of a few of the responsibilities of an AC&E District Task Force. Several of these recommendations were expressed in the focus group meetings held with businesses, property owners and arts groups during the planning process.

- Focus on capacity-building for existing arts institutions and organizations.
- Encourage longer opening hours on weekdays and open hours on weekends for retail businesses.
- Leverage existing festivals, events and parades.
- Create regular events, for example, Art on the Levee and Random Acts of Culture.
- Better promote all events.
- Collaborate with outside organizations, such as the Chico Music Think Tank.
- Familiarize regional performing arts promoters with downtown Oroville's facilities.
- Assist the City in programming and coordinating new development.

## **FISCAL IMPACT**

No fiscal impact at this time.

## **RECOMMENDATION**

Provide direction to staff.

## **ATTACHMENT**

AC&E District Plan: Drawings

Figure 6.2: Illustrative Concept Plan



Figure 7.2: Town Square

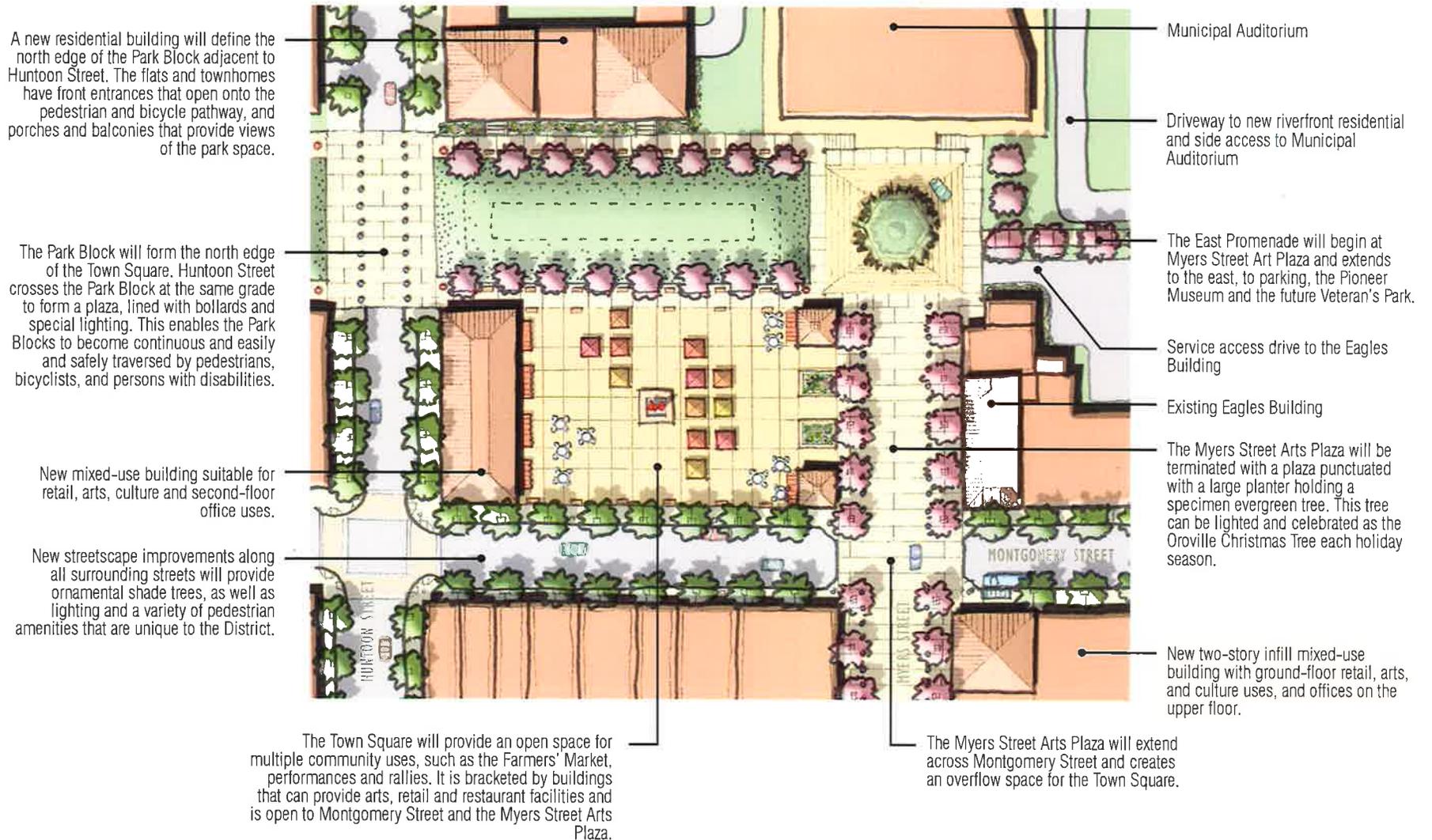


Figure 7.3: Park Blocks

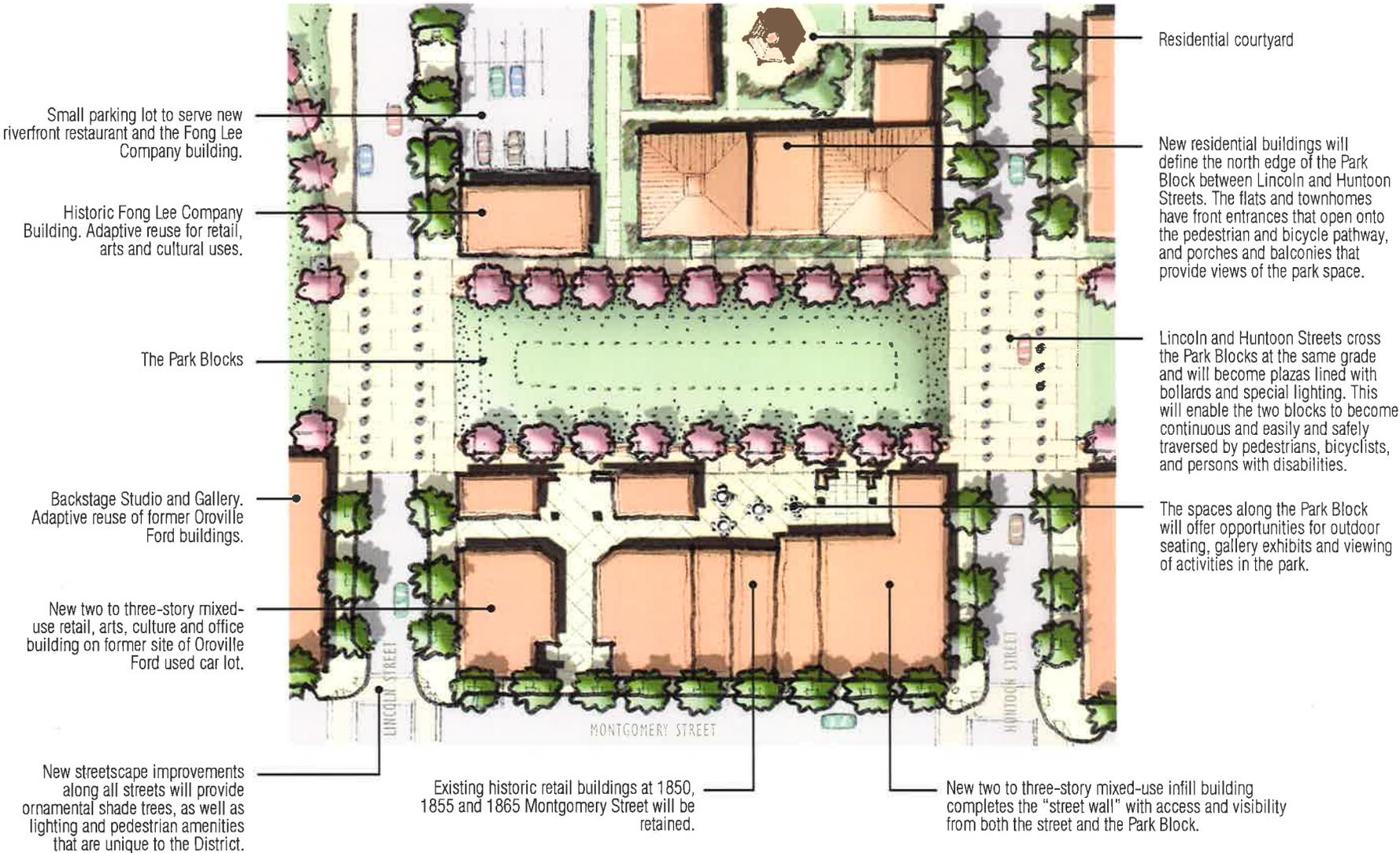


Figure 7.4: Amphitheater Park

Centennial Plaza will be linked to Amphitheater Park via a pedestrian plaza crossing Arlin Rhine Drive and a series of grand steps leading down the levee berm. This plaza, lined with bollards to define the roadway, can be closed to traffic during festivals or events.

A new pedestrian and bicycle bridge will extend from the new Tower Plaza at the end of Lincoln Street northward across the Feather River. As part of the design and construction of the new bridge, connections down to the water level of the Feather River should be provided.

Tower Plaza derives its name from the existing communications tower. The Plaza will be a continuation of the pedestrian space at Centennial Plaza, creating a pedestrian gathering space with a view overlooking the Feather River.

A new destination restaurant will sit on Lincoln Street at levee elevation, with views of the Feather River.

Parking to serve the new restaurant and Fong Lee Company Building.

Historic Fong Lee Company Building. Adaptive reuse for retail, arts and cultural uses.

Park Blocks

New 2 - 3 story mixed-use retail, arts, culture and office building on the former site of the Oroville Ford used car lot.

Entrance to Chinese Heritage and Cultural Park

The Amphitheater Park lawn will be raked at a gentle slope southward toward a performance stage. A walkway will align the bottom of the berm and provide a pedestrian and bicycle connection across the lawn connecting the Park Block to the east to the Chinese Heritage and Cultural Park along Broderick Street to the west.

The two existing brick buildings, currently part of Oroville Ford, will be repurposed as The Backstage Studio and Gallery. The amphitheater stage, oriented toward the lawn, will complete the enclosure of the outdoor working area and gallery.

New streetscape improvements along all streets will provide ornamental shade trees, as well as lighting and pedestrian amenities that are unique to the District.

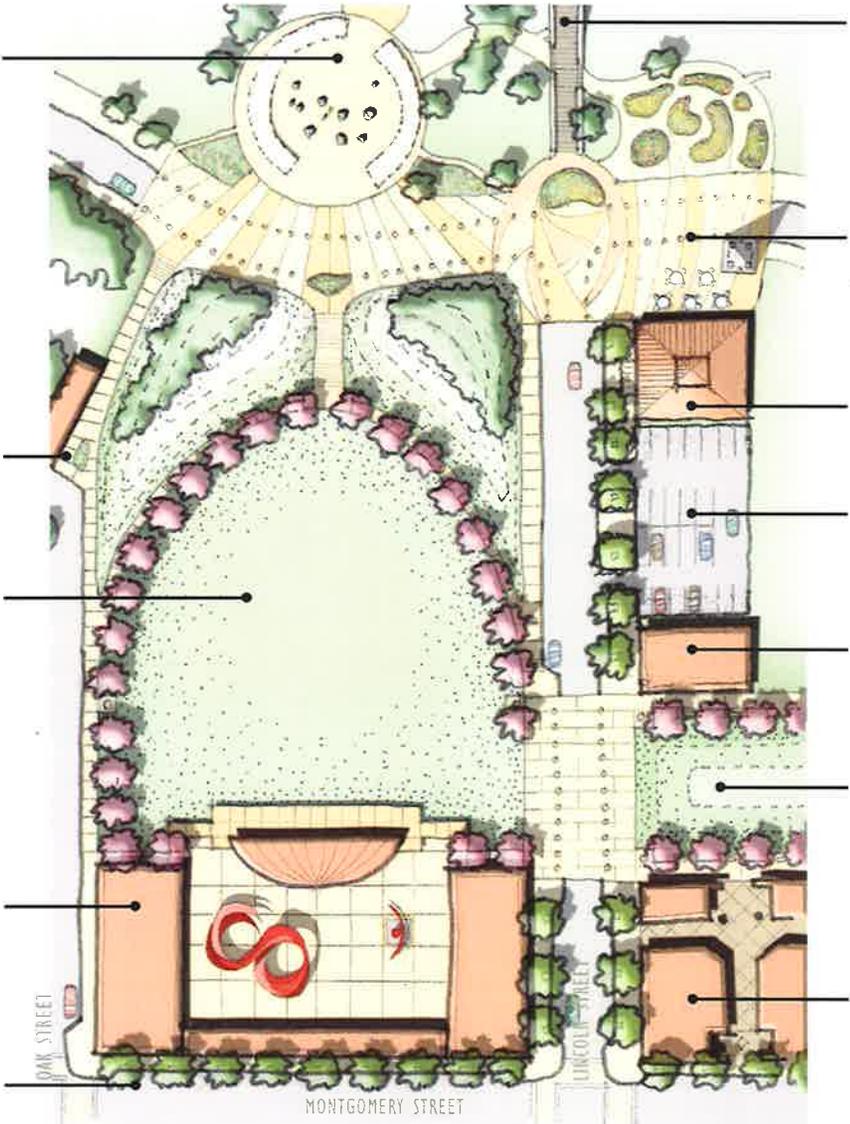


Figure 7.5: Chinese Heritage and Cultural Park



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR**

**RE: RENTAL AGREEMENT BETWEEN FEATHER RIVER RECREATION AND  
PARK DISTRICT AND THE CITY OF OROVILLE AND TERMINATION OF  
THE EXISTING LEASE AGREEMENT OF BEDROCK PARK**

**DATE: AUGUST 19, 2014**

**SUMMARY**

The Council may consider a rental agreement between Feather River Recreation and Park District (FRRPD) and the City for the use of the Municipal Auditorium for FRRPD's sports programs, and returning Bedrock Park back to the City by terminating the existing lease agreement between FRRPD and the City.

**DISCUSSION**

On May 20, 2014, the City received a letter from FRRPD General Manager, Ann Willmann, requesting the use of the Municipal Auditorium for FRRPD's indoor sports programs and hoped to negotiate an agreement with the City. FRRPD would like to bring youth sports and adult basketball back to the Municipal Auditorium.

At its July 1, 2014 meeting, the Council received a report on collaboration efforts between FRRPD and the City regarding various activities that require cooperative resource management and interaction between the two agencies (i.e. Bedrock Park, Reserve Police Officer, Municipal Auditorium, Feather River bike trail, quality of life, and the Municipal Auditorium). Specifically, the Council directed staff to continue negotiating with FRRPD and return to the City Council with a specific proposal.

On August 12, 2014, the FRRPD Board Members took action to move forward with the process of returning Bedrock Park to the City and authorized the FRRPD General Manager to utilize the reduction in its operation and maintenance budget to enter into a rental agreement for the Municipal Auditorium for their indoor sports programs.

FRRPD has indicated that its current expenses for operations and maintenance and cost of utilities was approximately \$21,000 for fiscal year 2013/2014 and projected to be \$24,400 for fiscal year 2014/2015.

Staff believes that a partnership between FRRPD and the City allows both agencies to efficiently provide quality community services and recommends that the City develop and execute a rental agreement with FRRPD to utilize the Municipal Auditorium for its sports programs at the pro-rated price \$24,000 per year for its annual programs, with an option to extend on an annual basis.

In addition, both agencies are interested in the termination of the existing lease agreement approved on August 4, 1998, for the operation and maintenance of Bedrock Park (Resolution No. 5330). The lease agreement expired on September 6, 2013, with options to renew or terminate the lease agreement.

The termination of the lease agreement and returning Bedrock Park to the City for operations and maintenance will allow the FRRPD to reduce operational costs by approximately \$24,400 per fiscal year and would allow it to enter into a rental agreement with City for the use of the Municipal Auditorium.

### **FISCAL IMPACT**

This action will have a minimal impact to the General Fund, and the revenues produced by the rental agreement between the FRRPD and City for the use of the Municipal Auditorium should cover the operation and maintain costs for Bedrock Park. Staff will update the council as necessary on the fiscal impacts based on our actual experience.

### **RECOMMENDATION**

1. Direct the City Administrator to process the termination of the existing lease agreement between the FRRPD and the City for the operation and maintenance and return Bedrock Park to the City; and
2. Direct the City Administrator to execute a rental agreement that allows FRRPD to utilize the Municipal Auditorium for sports programs at the pro-rated price of \$24,000 per year for its annual indoor program, with an option to extend on an annual basis.

### **ATTACHMENTS**

Cost Analysis  
FRRPD Request

FULL COST										
	Mighty Mights	Cost Calcs	Youth Basketball	Cost Calcs	Youth Basketball	Cost Calcs	Youth Volleyball	Cost Calcs	Adult Basketball	Cost Calcs
Weeks	01/17/15 - 02/28/15	7	10/20/14 - 12/11/14*	7	01/26/15 - 03/19/15	8	08/25/14 - 10/15/14	8	11/03/14 - 01/21/15**	9
Days per Week	Saturdays	1	Monday - Thursday	4	Monday - Thursday	4	Monday & Wednesday	2	Monday & Wednesday	2
Hours	8:30 AM - 1:00 PM	4.5	3:30 PM - 7:00 PM	3.5	3:30 PM - 7:00 PM	3.5	3:30 PM - 7:00 PM	3.5	7:00 PM - 10:00 PM	3
	<b>Total</b>	<b>\$4,375</b>	<b>Total</b>	<b>\$17,500</b>	<b>Total</b>	<b>\$20,000</b>	<b>Total</b>	<b>\$10,000</b>	<b>Total</b>	<b>\$11,250</b>
<b>TOTAL COST: \$63,125</b>										

\* No Program on 11/24/14 - 11/27/14

\*\* No Program on 11/24/14, 11/26/14, 12/22/14, 12/24/14, 12/29/14, 12/31/14,

PRORATED COST (PER HOUR)										
	Mighty Mights	Cost Calcs	Youth Basketball	Cost Calcs	Youth Basketball	Cost Calcs	Youth Volleyball	Cost Calcs	Adult Basketball	Cost Calcs
Weeks	01/17/15 - 02/28/15	7	10/20/14 - 12/11/14*	7	01/26/15 - 03/19/15	8	08/25/14 - 10/15/14	8	11/03/14 - 01/21/15**	9
Days per Week	Saturdays	1	Monday - Thursday	4	Monday - Thursday	4	Monday & Wednesday	2	Monday & Wednesday	2
Hours	8:30 AM - 1:00 PM	4.5	3:30 PM - 7:00 PM	3.5	3:30 PM - 7:00 PM	3.5	3:30 PM - 7:00 PM	3.5	7:00 PM - 10:00 PM	3
	<b>Total</b>	<b>\$2,461</b>	<b>Total</b>	<b>\$7,657</b>	<b>Total</b>	<b>\$8,751</b>	<b>Total</b>	<b>\$4,375</b>	<b>Total</b>	<b>\$4,219</b>
<b>TOTAL COST: \$27,463</b>										

\* No Program on 11/24/14 - 11/27/14

\*\* No Program on 11/24/14, 11/26/14, 12/22/14, 12/24/14, 12/29/14, 12/31/14,

**Municipal Auditorium Fees: \$625 for first 8 hours,  
and \$35 for each additional hour; additional \$500**

**Security Deposit required**

**Prorated Cost (Per Hour): \$78.13**



Date: May 20, 2014

To: Don Rust, Community Development Director

From: Ann Willmann, General Manager

Re: Use of Municipal Auditorium in exchange for care of Bedrock Park

The Feather River Recreation & Park District (FRRPD) would like to bring youth sports and adult basketball back to the Municipal Auditorium. Having a central location for these programs was beneficial for not only the district but the participants of the program. It fostered a sense of community and brought local residents to the downtown.

Currently FRRPD maintains Bedrock Park for the City of Oroville. At this time the contract has expired and we are interested in renegotiating the contract to make it mutually beneficial for both agencies. In the past year, the District has worked in improve their level of service throughout our parks. We are committed to quality service and are eager to discuss areas of Bedrock Park that need improvement. The current expenses to maintain the park include maintenance and utilities. For fiscal year 2012/2013, the District spent approximately \$21,000 maintaining the park. Projected costs for 2013/2014 are \$24,399.

We are proposing the use of Municipal Auditorium for the submitted programs. Should the cost of using Municipal exceed the expenses incurred maintaining Bedrock Park; the District is prepared to negotiate a reduced cost for any additional hours. Attached is the complete cost breakdown for all of the proposed programs. The programs currently cover their direct costs with minimal net revenue. We would request that any required payment does not force the programs to run at a deficit.

FRRPD is in the business of serving the community and providing quality programs that enrich people's lives. The use of Municipal Auditorium would enable us to expand our programming and offer more diverse programs. We would greatly appreciate the opportunity to work together with the City of Oroville to better serve our community.



**CITY OF OROVILLE**  
**FINANCE OFFICE**  
**1735 MONTGOMERY STREET**  
**OROVILLE, CA 95965-4897**

**530-538-2410**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

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

**RE: Finance Department Report**

**DATE: August 19, 2014**

**DISBURSEMENTS:** The report of disbursements was e-mailed to the Mayor and Council, August 15. (Hard copy to Councilmember Simpson's box).

**VACATION:** The Interim Finance Director will be on vacation from August 20 – August 26.

**AUDIT RFP:** The last day to submit the RFP is August 29.

**BANKING SERVICES** – August 14 was the last day for proponents to submit questions. None were submitted. The last day to submit proposals in August 25.

**REPORT OF  
INVESTMENTS**

**JULY 2014**

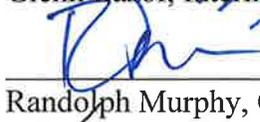
**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY  
OROVILLE PUBLIC FINANCING AUTHORITY  
MONTHLY SUMMARY OF INVESTMENTS  
July 2014**

**CERTIFICATION:**

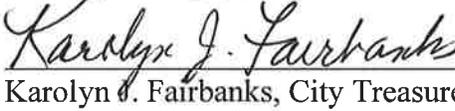
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

  
\_\_\_\_\_  
Glenn Lazof, Interim Director of Finance

8/15/2014  
Date

  
\_\_\_\_\_  
Randolph Murphy, City Administrator

8/15/14  
Date

  
\_\_\_\_\_  
Karolyn G. Fairbanks, City Treasurer

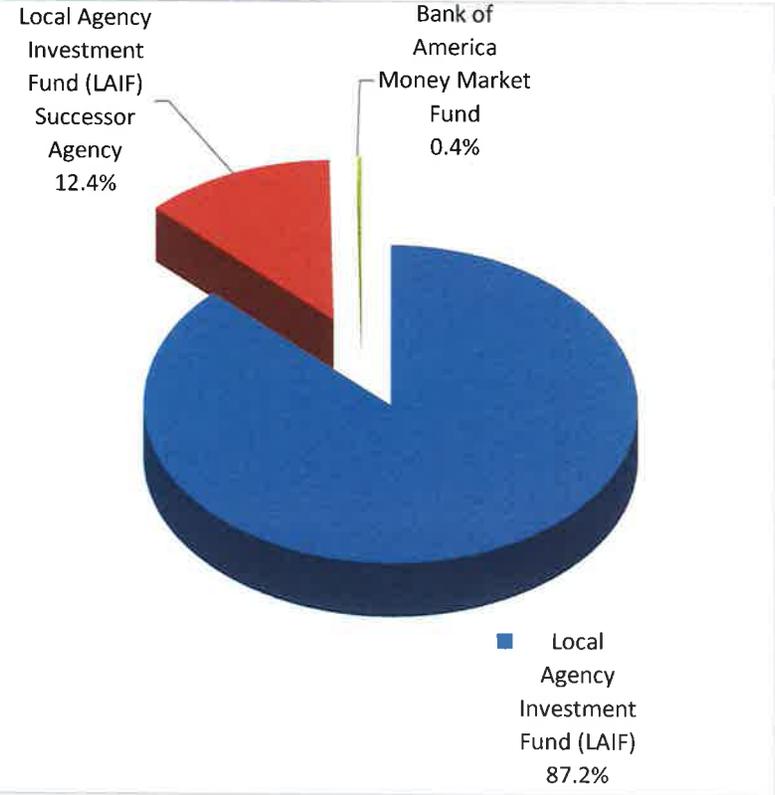
8/15/2014  
Date

City of Oroville  
**Investment Portfolio Report**  
 7/31/2014

<b>Summary of Investments</b>				
	Yield	Jun-14	Yield	Jul-14
Local Agency Investment Fund (LAIF)	0.244%	20,358,243	0.228%	18,368,343
Local Agency Investment Fund (LAIF) Successor Agency	0.244%	2,613,401	0.228%	2,614,843
Bank of America Money Market Fund	0.03%	79,366	0.03%	79,364
<b>Total Pooled Investments</b>		<b>23,051,010</b>		<b>21,062,550</b>

<b>City Investment Portfolio - Investments held in Trust</b>		
	Yield to Maturity	Market Value
<b>2002 Tax Allocation Revenue Bonds</b>		
Blackrock Provident Institutional Funds	0.01%	1,438,546
Union Bank		
<b>2004 Series A Tax Allocation Revenue Bonds</b>		
Bayerische Landesbank	4.40%	425,406
Blackrock Provident T Fund	0.01%	9,411
<b>2004 Series B Tax Allocation Revenue Bonds</b>		
Bayerische Landesbank	4.40%	75,973
Blackrock Provident T Fund	0.01%	1,681
<b>Total</b>		<b>1,951,017</b>

<b>Distribution of Pooled Investments</b>		
	% Split	Fair Value
Local Agency Investment Fund (LAIF)	87.2%	18,368,343
Local Agency Investment Fund (LAIF) Successor Agency	12.4%	2,614,843
Bank of America Money Market Fund	0.4%	79,364
<b>Total Pooled Investments</b>	<b>100%</b>	<b>21,062,550</b>



**MONTHLY FINANCIAL  
REPORT**

**JULY 2014**

**REPORT OF  
BUDGETED APPROPRIATIONS  
V.S.  
ACTUAL EXPENDITURES**

**JULY 2014**



CITY OF OROVILLE, CALIFORNIA  
 FINANCIAL SUMMARY  
 FOR THE PERIOD ENDED  
 July 31, 2014

	REVENUES					EXPENDITURES				
	Actual Current Month July 2014	Actual July 2014 through June 2015	Budget Total Year 2014-2015	Remaining Budget	% of year Remaining 92%	Actual Current Month July 2014	Actual July 2014 through June 2015	Budget Total Year 2013-2014	Remaining Budget	% of year Remaining 92%
<b>CITY DEPARTMENTS</b>										
<b>GENERAL FUND</b>										
City Council	-	-	-	-	-	6,623	6,623	87,100	80,477	92%
Mayor	-	-	-	-	-	2,120	2,120	32,600	30,480	93%
City Attorney	-	-	-	-	-	-	-	317,000	317,000	100%
City Clerk	-	-	50	50	100%	10,703	10,703	194,700	183,997	95%
Human Resources	-	800	550	(250)	-45%	9,212	9,212	156,100	146,888	94%
City Admin.	-	-	-	-	-	11,978	11,978	245,500	233,522	95%
Economic Develop./Comm. Enh.	375	375	25,067	24,692	99%	2,568	2,568	25,067	22,499	90%
Information Technology	-	-	10,900	10,900	100%	9,592	19,261	251,300	232,039	92%
Finance	1,713	1,713	105,532	103,819	98%	27,621	27,621	684,999	657,378	96%
Post Employment Costs	1,000	1,000	117,300	116,300	99%	3,337	3,337	117,300	113,963	97%
City Treasurer	-	-	-	-	-	2,246	2,246	24,600	22,354	91%
Planning	4,998	4,998	46,200	41,202	89%	19,748	19,748	272,328	252,580	93%
City Hall	-	-	-	-	-	6,878	6,878	96,501	89,623	93%
Arline Rhyne	-	-	160	160	100%	254	254	7,400	7,146	97%
Fire Department	2,135	2,135	232,620	230,485	99%	136,879	138,082	2,411,000	2,272,918	94%
Police Department	48,387	48,387	1,367,031	1,318,644	96%	373,303	592,737	5,197,580	4,604,843	89%
Building/Code Enforcement	24,914	24,914	228,000	203,086	89%	17,594	17,594	301,000	283,406	94%
Public Works Admin.	1,783	983	63,800	62,817	98%	14,384	14,384	235,300	220,916	94%
Streets/Storm	3,500	3,500	478,042	474,542	99%	36,034	36,034	729,000	692,966	95%
Parks & Trees	4,222	4,222	64,350	60,128	93%	42,262	42,369	670,500	628,131	94%
Pioneer Museum	103	103	1,700	1,598	94%	500	501	4,500	3,999	89%
Bolt's Museum	459	459	3,000	2,542	85%	542	542	10,600	10,058	95%
Liability/Property Insurance	-	-	-	-	-	254,666	254,666	291,100	36,434	13%
Non Departmental*	1,792	1,792	9,809,710	9,807,918	100%	39,350	39,350	50,000	10,650	21%
<b>Totals</b>	<b>95,379</b>	<b>95,379</b>	<b>12,554,012</b>	<b>12,458,633</b>	<b>99%</b>	<b>1,028,392</b>	<b>1,258,810</b>	<b>12,413,075</b>	<b>11,154,265</b>	<b>90%</b>

\* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, Proceeds of Property Sales. Expenditures include retiree leave conversion for Health Insurance, Animal Control, Legal (Labor Spec.), Fees for Credit Card Services, Charges for Butte County Services.

\* We are in process of closing fiscal year 2013-2014. A final fiscal year end report will be provided when Finance officially closes fiscal year 2013-2014.

EXPENSE REPORT ALL BUDGETED FUNDS JULY 2014 CITY OF OROVILLE

FUND Description	Actual Current Month	Year To Period Actual	Budget Total Year	Remaining Budget	Rem%
001 General Fund	1,028,392	1,258,810	12,413,075	11,154,265	90%
100 Comm. Promotion	0	0	17,000	17,000	100%
101 Sewer Fund	286,770	400,268	3,039,121	2,638,853	87%
104 SWRCON/FEE FUND	0	0	100	100	100%
105 Drainage Fees	0	0	100	100	100%
106 Park Dev Fees	0	0	3,500	3,500	100%
107 NOTTIF	0	0	2,000	2,000	100%
108 Traffic Impact	0	0	25,500	25,500	100%
109 DRAINAGE/CTYWDE	0	0	5,600	5,600	100%
112 GAXTX RSTP FUND	0	0	415,000	415,000	100%
113 CANINE FUND	0	0	8,500	8,500	100%
116 TECH FEE FUND	6,500	6,500	37,200	30,700	83%
119 RECYCLING FUND	0	0	29,880	29,880	100%
120 GTx 2107/2107.5	0	0	113,300	113,300	100%
125 GTx 2106 Fund	0	0	76,173	76,173	100%
127 Gas Tax 2105	0	0	242,330	242,330	100%
130 Spec. Aviation	9,539	9,539	426,944	417,405	98%
140 Housing Admin	74,900	74,900	372,000	297,100	80%
141 HSG PRG FUND	33,649	33,649	75,000	41,351	55%
149 HOME FUND	72,049	72,049	119,938	47,889	40%
150 CDBG Fund	139,592	139,592	323,394	183,802	57%
151 EDBG FUND	36	36	392,500	392,464	100%
156 Pub Sfty Aug	0	0	135,000	135,000	100%
157 SUPPLAWENFORCMT	0	0	90,531	90,531	100%
158 L.L.E.BLOCK GRT	67	67	257,550	257,483	100%
161 O/MISC GRANTS	150	150	0	-150	
166 GRANT-FIRE FUND	20,524	20,524	711,802	691,278	97%
180 OPFA	0	0	1,400,475	1,400,475	100%
184 LLM D ALL ZONES	1,972	1,972	33,267	31,295	94%
185 BAD ALL ZONES	1,200	1,200	2,140	940	44%
186 WESTSIDE PUB/S/F	0	0	900	900	100%
187 PUB/SAFETY SERV	0	0	840	840	100%
190 SUPPBENEFITFUND	3,443	29,443	200,150	170,707	85%
198 RDA General	3,651	3,651	2,181,328	2,177,677	100%
230 CITY DEBT SERV	676,150	676,150	723,833	47,683	7%
276 OAD93-1 Dbt Ser	0	0	4,532	4,532	100%
280 OPFA 92 Redmptn	0	0	1,914,574	1,914,574	100%
305 Equip Replcmnt	0	0	332,712	332,712	100%
306 New Capital Equip	0	0	28,641	28,641	100%
307 CAPITAL PROJ	0	0	327,761	327,761	
410 Local Transit	145,805	145,805	548,713	402,908	73%
440 BUSINESS DEVCTR	1,462	1,462	26,053	24,591	94%
450 CTY/HOUSG EDRLF	83,225	83,225	153,000	69,775	46%
451 CDBG EcoDev RLF	0	0	15,500	15,500	100%
453 MICRO-ENP RLF	566	151,437	0	-151,437	
454 CAL-HOME RLF	33,863	33,863	0	-33,863	
460 City RLF	0	0	10,000	10,000	100%
520 Stores Revolv.	248	248	45,300	45,052	99%
540 Veh Maint Fund	16,977	18,095	476,333	458,238	96%
550 Wrkrs Comp.	71,557	71,557	601,298	529,741	88%
552 UNEMP-SELF INS	977	977	77,808	76,831	99%
555 SELF INS VISION	652	652	57,000	56,348	99%
705 PLAN RET FUND	0	0	10	10	100%
710 ANNEXATION FUND	0	0	37,000	37,000	100%
<b>Total of all FUNDS</b>	<b>2,713,915</b>	<b>3,235,820</b>	<b>28,532,206</b>	<b>25,296,386</b>	<b>89%</b>

**REPORT OF  
CASH RECEIPTS  
AND  
REVENUES**

**JULY 2014**

## CITY OF OROVILLE

## REVENUE REPORT ALL BUDGETED FUNDS JULY 2014

FUND Description	Actual Current Month	Year To Period Actual	Budget Total Year	Remaining Budget	Rem%
001 General Fund	95,379	95,379	12,554,012	12,458,633	99%
100 Comm. Promotion	0	0	6,200	6,200	100%
101 Sewer Fund	0	0	2,489,577	2,489,577	100%
104 SWRCON/FEE FUND	2,125	2,125	40,500	38,375	95%
105 Drainage Fees	0	0	2,470	2,470	100%
106 Park Dev Fees	861	861	16,620	15,759	95%
107 NOTTIF	0	0	200	200	100%
108 Traffic Impact	1,579	1,579	108,610	107,031	99%
109 DRAINAGE/CTYWDE	1,492	1,492	29,440	27,948	95%
111 LOCAL TRANSP	0	0	50	50	100%
112 GAXTX RSTP FUND	0	0	125,618	125,618	100%
113 CANINE FUND	60	60	8,800	8,740	99%
116 TECH FEE FUND	2,093	2,093	35,030	32,937	94%
118 SB1186 C/FUND	22	22	0	-22	
119 RECYCLING FUND	8,248	8,248	17,400	9,152	53%
120 GTx 2107/2107.5	15,205	15,205	96,100	80,895	84%
125 GTx 2106 Fund	6,267	6,267	64,210	57,943	90%
127 Gas Tax 2105	29,324	29,324	242,330	213,006	88%
130 Spec. Aviation	56,592	56,592	439,200	382,608	87%
140 Housing Admin	0	0	363,700	363,700	100%
141 HSG PRG FUND	3,064	3,064	68,790	65,726	96%
149 HOME FUND	75,551	75,551	76,938	1,387	2%
150 CDBG Fund	0	0	115,334	115,334	100%
151 EDBG FUND	0	0	279,922	279,922	100%
155 Asset Seizure	0	0	40	40	100%
156 Pub Sfty Aug	0	0	92,000	92,000	100%
157 SUPPLAWENFORCMT	6,089	6,089	80,330	74,241	92%
158 L.L.E.BLOCK GRT	0	0	32,050	32,050	100%
159 LAW ENF.IMP.FEE	38	38	2,830	2,792	99%
160 MISC FUND	3,235	3,235	0	-3,235	
161 O/MISC GRANTS	0	0	0	0	
163 FIRE SUP IMPFEE	50	50	900	850	94%
166 GRANT-FIRE FUND	0	0	711,802	711,802	100%
168 PEG FEE FUND	0	0	0	0	
169 GEN GOVT DEVIMP	78	78	2,789	2,711	97%
180 OPFA	0	0	1,400,475	1,400,475	100%
184 LLMD ALL ZONES	0	0	33,146	33,146	100%
185 BAD ALL ZONES	0	0	1,120	1,120	100%
186 WESTSIDE PUB/S/F	0	0	34,940	34,940	100%
187 PUB/SAFETY SERV	0	0	35,200	35,200	100%
190 SUPPBENEFITFUND	20,645	20,645	200,150	179,505	90%
198 RDA General	0	0	2,181,328	2,181,328	100%
210 '74 Swr Bonds	0	0	331	331	100%
230 CITY DEBT SERV	51,032	0	743,833	743,833	100%
280 OPFA 92 Redmptn	0	0	1,914,574	1,914,574	100%
305 Equip Replcmnt	9,845	9,845	0	-9,845	
306 New Capital Eqp	0	0	0	0	
307 CAPITAL PROJ	0	0	0	0	
395 2004 CONST.BOND	0	0	11,024	11,024	100%
396 BOND FUND 2001	0	0	1,140	1,140	100%
397 RDA 95 BOND	0	0	0	0	
410 Local Transit	53,641	53,641	508,888	455,247	89%
440 BUSINESS DEVCTR	0	0	72,500	72,500	100%
450 CTY/HOUSG EDRLF	0	0	153,420	153,420	100%
451 CDBG EcoDev RLF	0	0	15,500	15,500	100%
453 MICRO-ENP RLF	0	0	365,500	365,500	100%
454 CAL-HOME RLF	0	0	416	416	100%
455 HOME Hsg RLF	0	0	6,663	6,663	100%
457 PUBLIC FAC/RLF	0	0	0	0	
460 City RLF	1,783	1,783	170	-1,613	-949%
498 RDA RLF	0	0	9,101	9,101	100%
520 Stores Revolv.	1	1	38,000	37,999	100%
540 Veh Maint Fund	38,003	38,003	551,900	513,897	93%
550 Wrkrs Comp.	24,176	24,176	330,000	305,824	93%
552 UNEMP-SELF INS	2,475	2,475	31,340	28,865	92%
555 SELF INS VISION	3,281	3,281	44,000	40,719	93%
610 Feather Rvr Bif	0	0	0	0	
705 PLAN RET FUND	540	540	1,881	1,341	71%
710 ANNEXATION FUND	0	0	40	40	100%
AS3 ASSET SEIZURE FUND	3,737	3,737	0	-3,737	
AS34ASSET SEIZURE FUND	1,348	1,348	0	-1,348	
<b>Total of all FUNDS</b>	<b>517,859</b>	<b>466,827</b>	<b>26,790,372</b>	<b>26,324,893</b>	<b>98%</b>

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

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

**FROM: BILL LAGRONE, POLICE AND FIRE CHIEF**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR JULY 2014  
FIRE DEPARTMENT MONTHLY REPORT FOR JULY 2014**

**DATE: August 19, 2014**

**SUMMARY**

The Council will receive a monthly report regarding the activities, revenues, and general information for the Police and Fire Departments.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Police Officer	21	26	2/3
Dispatcher	9	9	0
Community Service Officers / Evidence	2	3	0/1
Administrative Personnel	2	4	0/2

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Firefighters	7	7	0/0
Fire Engineer	6	9	0/3
Fire Captain	3	3	0/0
Administrative Personnel	2	4	0/2

**Police Revenue Update:**

Account Number and Description	July 2013 Revenues *Comparison Purposes only	July 2014 Revenues	Fiscal 13/14 Year to Date Revenues *Comparison Purposes only	Fiscal 14/15Year to Date Revenues	Percentage of Projected Revenue
4300 / Vehicle Fines	\$ 0.00	\$ 3,458.00	\$ 0.00	\$ 3,458.00	11.1%
4350 / Parking Fines	\$ 0.00	\$ 2,119.00	\$ 0.00	\$ 2,119.00	21.8 %
4390 / Other Fines	\$ 0.00	\$ 2,528.00	\$ 0.00	\$ 2,528.00	6.3%
4670 / Other Fees	\$ 17,172.00	\$16,491.00	\$17,172.00	\$ 16,491.00	16.8 %

\*Revenues for July 2014

Projected Yearly Revenues	Actual year to date Revenue	Percentage
\$ 315,197.00	\$ 48,387.00*	15.3 %

\*Estimation only

**Fire Revenue Update:**

Account Number and Description	July 2013 Revenues *Comparison Purposes only	July 2014 Revenues	Fiscal 12/13 Year to Date Revenues *Comparison Purposes only	Fiscal 13/14Year to Date Revenues	Percentage of Projected Revenue
Permits / 4280	\$290.00	\$608.00	\$ 290.00	\$608.00	10%
Inspections / 4281	\$184.00	\$697.00	\$ 184.00	\$697.00	2%
Plan Check / 4670	\$1,001.00	\$330.00	\$ 1,001.00	\$330.00	4%

Project Yearly Revenues	Actual year to date Revenue	Percentage
\$49,378.00	\$2,135.00	4 %

**Police Overtime YTD:**

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$ 168,500.00	\$23,734.00	14 %

**Fire Overtime Utilization:**

Date	Strike Team	Continues Professional Training incurred overtime	Sick	Vacation	Special Assignment	Out of Class	All Other <small>(comp time, industrial leave, holiday, shift hold over)</small>
July 2014	0 hrs	0 hrs	0 hrs	0 hrs	**224 hrs	144 hrs	0 hrs
TOTAL Last Quarter of Calendar Year	0 hrs	0 hrs	0 hrs	0 hrs	224 hrs	144 hrs	0 hrs

**Fire Overtime YTD:**

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$200,000.00	\$4,995.00	3%

**Department Activity:**

Events Year to Date 2014	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
18,926	8.69	5.40 minutes	8 - 11 minutes

**Downtown Foot and Park Patrols:**

	Park Patrols	Downtown Patrols
July 2014	167	98
Year to Date	955	361

**Parking Enforcement Citations Issued:**

July 2014	Year to Date 2014	July 2013	Year to date 2013
17	136	58	234

**Police Activity:**

	July 2013	July 2014	Year to date 2013	Year to date 2014
<b>Arrest</b>				
<b>Misdemeanor</b>	240	173	1,336	1,219
<b>Felony</b>	93	57	439	448

	July 2013	July 2014	Year to date 2013	Year to date 2014
<b>Citations</b>				
	304	174	1,716	1,277

**Uniform Crime Reporting:**

Crimes of Violence	July 2014	Year to Date July – July
Homicide	0	0
Rape	0	4
Robbery	2	14
Aggravated Assault	4	29

Population per 2010 Census 15,000  
Violent Crimes YTD 47  
Violent Crime Rate 0.003

**Fire Department Activity:**

Incidents	July 2014
Fallen no injury / Medical Alarm	19
Dumpster Fire / Unoccupied Vehicle Fire	2
Downtown/Apartment/Commercial/Hospital, Etc.	2
Vegetation Fire	23
1, 2, or 3 Family Homes	4
Vehicle Over Edge / Person Trapped	1
Hydrant Sheard of / Water line break outside	3
Alarm Sounding / Smoke / Fireworks	22
Medical Aid / non CPR	214
CPR Required	1
Traffic Collision	12
Minor Hazardout Spill	1
Major Hazardout Spill	1
Assist Other Agency	2
<b>Total Incidents</b>	<b>307</b>

Events Year to Date 2014	Average Response Time (Dispatch to Arrival)
1,929	5:27 minutes

**Fire Marshall Inspections:**

	July 2014	2014 Year to Date	July 2013	2013 Year to Date
Plan Checks	15	82	3	22
Occupancy	9	70	12	97
Fire Inspections	5	19	9	48

**Fire Intern Hours:**

	Intern Hours	Total Hours Worked in July 2013	Funds Used Fiscal Year to Date
July 2014	2,100.00	210	\$2,100.00

## SPCA Statics:

### Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	31	239	7.70
Priority	59	671	11.38
At Officer Convenience	38	622	16.38
After Hours	15	164	10.93

### Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird
127	137	77	43	2	5

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

### Animal Outcomes:

Outcome Type	Outcome Total
Adoption	5 - (1 Cat) (4 Dogs)
Died	2- (1 Bird) (1 Other)
Disposal	14 - (4 Dogs) (3 Cats) (2 Birds) (5 Other)
Euthanasia	91 - (19 Dogs) (66 Cats) (2 Birds) (4 Other)
Relocate	1 - (1 Bird)
RTO	23 - (23 Dogs)
Transfer	1 - (1 Bird)

\*Others are wild animals such as bats, skunks, snakes, possums, etc....

### SPCA After-hours call outs:

July 2014	Fiscal Year to Date
15	133

## **Volunteers:**

### **Total Number of V.I.P.S. Volunteer Hours for 2014:**

#### **Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$1384 \times 21.36 = \text{\$29,562.24}$$

### **Total Number of Staff Volunteer Hours for 2014:**

#### **Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$750.9 \times \$21.36 = \text{\$16,039.22}$$

## **FISCAL IMPACT**

No impact to the General Fund.

## **RECOMMENDATIONS**

Receive and file the July, 2014, monthly report regarding the activities, revenues, and other general information of the Police Department.



101 Silver Dollar Way, Chico, CA 95928  
530-891-9048 / Fax 530 891-9084  
[www.chicoshelter.org](http://www.chicoshelter.org)

City of Oroville  
AUG 12 2014  
Administration

July 11, 2014

David Pittman  
City Of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Dear David,

Please accept our heartfelt thanks for attending Grand Re-Opening at the Torres Community Shelter on June 18th. The Torres Shelter is the only emergency shelter in the area that serves men, women and families with children. Currently we provide beds, showers, meals, toiletries and safekeeping of belongings to roughly 82 people per night.

We are seeing a significant increase in the number of families and children we have coming to the Shelter. Most of these families have never been homeless before. In the last 12 months before our Grand Re-Opening, we set a record regarding the number of families and children we served with 57 families and 90 children. In 2009 when I joined the Shelter, we used to serve about 15 families per year and 25 children. These families and all of our guests are assisted in locating jobs, permanent housing, appropriate benefit assistance, health services, and whatever other services are deemed appropriate by them and their case managers.

Fortunately, we are having an impact. In 2013, roughly 300 of the people we served moved into their own place when they left us. That means that every 29 hours for the last 365 days we helped someone get back to being able to sleep in their own bed.

Please consider this letter as an acknowledgement that you have not received any goods or services in consideration for your gift.

We appreciate your support and thank you for thinking of those in our community who are in need. For more information about the Torres Shelter, please visit our website at [www.chicoshelter.org](http://www.chicoshelter.org).

*You mentioned you were interested in the following information....  
-Newsletter.*

Sincerely,

A handwritten signature in black ink that reads "Brad Montgomery".

Brad Montgomery  
Executive Director  
CCSP-Torres Shelter  
Tax ID# 68-0440819