



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**SEPTEMBER 2, 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 Presentation by *Pacific Gas & Electric Company* relating to *Pipeline Safety*.

### **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 19, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE** – staff report

The Council may consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 11<sup>th</sup> and 12<sup>th</sup>, 2014. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Waive 65% of the total fees in the amount of \$6,415, and have the applicant pay the remainder of the fees in the amount of \$3,454 for the Oroville Hmong New Year Festival, to be held on October 11<sup>th</sup> and 12<sup>th</sup>, 2014.**

3. **DESIGNATION OF NATIONAL ENVIRONMENTAL PROTECTION AGENCY CERTIFYING OFFICER FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM** – staff report

The Council may consider the designation of a National Environmental Protection Agency (NEPA) Certifying Officer for the Home Investment Partnership Program (HOME). **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Designate the Director of Community Development; or his/her designee as the National Environmental Protection Agency Certifying Officer for the Home Investment Partnership Program.**

4. **DENIAL OF GOVERNMENT CLAIM** – staff report

The Council may consider the denial of a Government Claim, received on August 1, 2014 and filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell against the City of Oroville. **(Scott E. Huber, City Attorney)**

Council Action Requested: **Deny the Government Claim filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell, which was received on August 1, 2014, and authorize the City Attorney to send a letter denying the claim.**

5. **CONSTRUCTION CONTRACT WITH SIERRA TRAFFIC MARKINGS** – staff report

The Council may consider a Construction Contract with Sierra Traffic Markings (Sierra), in the amount of \$8,106, for the completion of road re-striping associated with the City's 2014 Road Repair Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8259 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT WITH SIERRA TRAFFIC MARKINGS, IN AN AMOUNT NOT TO EXCEED \$8,106, FOR THE COMPLETION OF ROAD RE-STRIPING ASSOCIATED WITH THE CITY'S 2014 ROAD REPAIR PROJECT – (Agreement No. 3082).**
2. **Approve Supplemental Appropriation No. 2014/15-0902-XX as indicated in the September 2, 2014 staff report.**

6. **APPOINTMENT TO THE SOUTHSIDE OROVILLE COMMUNITY CENTER ADVISORY COMMITTEE – staff report**

The Council may consider appointing Marlene Del Rosario, as the City resident representative, to serve on the Southside Oroville Community Center Advisory Committee. **(Randy Murphy, City Administrator and Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Appoint City resident Marlene Del Rosario to serve on the Southside Oroville Community Center Advisory Committee for a term ending June 30, 2015.**

7. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – staff report**

The Council may consider a Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8260 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083).**

**PUBLIC HEARINGS**

8. **DISENCUMBERANCE OF FUNDS FOR COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT ENTERPRISE FUND GRANT – staff report**

The Council will conduct a public hearing relating to the disencumbrance of the Community Development Block Grant (CDBG) Economic Development Enterprise Fund Grant No. 10-EDEF-7258 remaining funds, in an approximate amount of \$107,660.24. **(Randy Murphy, City Administrator and Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

Council Action Requested:

1. **Authorize the disencumbrance of the Community Development Block Grant (CDBG) Economic Development Enterprise Fund Grant No. 10-EDEF-7258 remaining funds, in an approximate amount of \$107,660.24.**
2. **Approve Supplemental Appropriation No. 2014/15-0902-XX as indicated in the September 2, 2014 staff report.**

**REGULAR BUSINESS**

9. **COST REDUCTION REQUEST BY EL MEDIO FIRE DISTRICT – staff report**

The Council may consider a cost reduction request by the El Medio Fire District in the amount of \$25,000 per year for Dispatching Services. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Direct staff as necessary.**

**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**

- Finance Department – activity report

## **CORRESPONDENCE**

- California Water Service Company, received August 15, 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 – two cases

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, September 16, 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 19, 2014 – 5:00 P.M.**

---

The agenda for the August 19, 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, August 15, 2014, at 1:48 p.m.

The August 19, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:05 p.m.

**ROLL CALL**

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

Absent: None

**Staff Present:**

---

Randy Murphy, City Administrator  
Bill LaGrone, Director of Public Safety  
Donald Rust, Director of Community Development  
Glenn Lazof, Interim Director of Finance  
Gary Layman, Chief Building Official

Scott Huber, City Attorney  
Karolyn Fairbanks, City Treasurer  
Jamie Hayes, Assistant City Clerk  
Luis Topete, Associate Planner

---

**NEWLY INTRODUCED AGENDA ITEMS**

Pursuant to Government Code section 54954.2, and prior to convening for closed session, City Attorney Scott Huber introduced and Oath of Office, New Business Acknowledgement and a Closed Session item for the Council to consider for the August 19, 2014 regular City Council agenda.

A motion was made by Vice Mayor Wilcox, seconded by Council Member Bunker, to:

**Approve the placement of the following items onto the August 19, 2014 City Council agenda:**

- 1. A New Business Acknowledgement and Welcome to Oroville for Bought For You; and**
- 2. Oath of Office for Police Officer Jessica Raggio; and**
- 3. Pursuant to Government Code section 54956.9(a), the City Council will meet with the City Administrator, City Attorney and Counsel relating to existing litigation: WGS Dental et. al., v. City of Oroville et. al., Butte County Superior Court, Case No. 152036.**

The motion was passed by the following vote:

Ayes: Council Member Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Noes: None

Abstain: None

Absent: None

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

## PROCLAMATION / PRESENTATION

Vice Mayor Wilcox presented Richard and Curtis Atterberry with a New Business Acknowledgement and Welcome to Oroville for R P A Welding.

Mayor Dahlmeier and Vice Mayor Wilcox presented a Proclamation in recognition and appreciation of Elisabeth "Mike" Isch.

Bill LaGrone, Director of Public Safety, and Mayor Dahlmeier, presented Police Officer Jessica Raggio with a new badge and conducted the Oath of Office.

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

Bud Tracy – Item No. 5  
Ann Willman – Item No. 6

Allen Young – Item No. 5

## CONSENT CALENDAR

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to approve the following 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 considered 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 BROWNSFIELD ASSESSMENT GRANT** – staff report

The Council considered a Funding Assistance Agreement, in the amount of \$350,000, with the U.S. Environmental Protection Agency to conduct a site-specific brownsfield 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 BROWNSFIELD 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 BROWNSFIELD ASSESSMENT GRANT – staff report**

The Council considered a Funding Assistance Agreement, in the amount of \$400,000, with the U.S. Environmental Protection Agency to conduct a community-wide brownsfield 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 BROWNSFIELD ASSESSMENT OF PROPERTIES WITHIN THE INDUSTRIAL AREA (IU2) PROJECT AREA.**

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

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

**PUBLIC HEARING** - None

**REGULAR BUSINESS**

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

The Council considered 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)**

Bud Tracy, Tracy Realty Company, spoke in support of the Arts, Culture and Entertainment District but expressed concerns over parking issues and the continued public outreach relating to the District.

Allen Young spoke in support of the Arts, Culture and Entertainment District.

Following discussion, the Council directed staff to advertise for applicants to serve on a Arts, Culture and Entertainment District Committee to assist in the establishment of the desired operations, management and marketing structure dedicated to the start-up and on-going management of the District.

**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 considered 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)**

Ann Willman, FRRPD General Manager, spoke in support of a rental agreement between 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.

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

- 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.**

The motion was passed by the following vote:

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

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

The Council received and acknowledged receipt of the July 2014 Monthly Summary of Investments and Monthly Financial Reports.

**MAYOR/ COUNCIL REPORTS** - None

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Public Safety Department – activity report

Bill LaGrone, Director of Public Safety, reported that the Oroville Police Department received a federal grant for the replacement of bulletproof vests.

Director LaGrone also reported that the State of California awarded \$350,000 to the Butte County Municipal Police Chiefs to offset the impacts of AB109.

Glenn Lazof, Interim Finance Director, reported that the responses for the Auditor Requests for Proposals were due on August 29, 2014.

City Administrator, Randy Murphy, announced the current vacancy on the Southside Oroville Community Center Advisory Board. Applications will be accepted until the vacancy has been filled by a qualified citizen.

## **CORRESPONDENCE**

- Torres Community Shelter, received August 12, 2014

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

Bud Tracy, Tracy Realty Company, announced that Butte College would be hosting a home football game at Harrison Stadium on October 25, 2014.

Celia Hirschman gave a brief update regarding Montgomery Street Neighborhood Watch et. al. v. Cal Water Company.

## **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 the City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees' Association, Oroville Fire Fighters' Association, Oroville Police Officers' Association, Oroville City Confidential Association and Oroville Mid-Managers' Association.
2. Pursuant to Government Code section 54957(b), the Council met with Labor Negotiators and the City Attorney to consider the appointment, employment, evaluation of performance, discipline and/or dismissal of a public employee relating to the following position: Director of Finance.
3. Pursuant to Government Code section 54957(b), the Council met with Labor Negotiators and the City Attorney to consider the appointment, employment, evaluation of performance, discipline and/or dismissal of a public employee relating 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 – one case.
5. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator, Director of Community Development and City Attorney, regarding the property identified as 2009 Challenger Avenue, Oroville.
6. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator, Director of Community Development and City Attorney,

regarding the property identified as 2066 Bird Street, Oroville.

7. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, City Attorney and Counsel relating to existing litigation: WGS Dental, et. al. v. City of Oroville, et. al., Butte County Superior Court, Case No. 152036.

Mayor Dahlmeier announced that no reportable actions had been taken in Closed Session and direction had been given to staff.

### **ADJOURNMENT**

The meeting was adjourned at 8:47 p.m. A special meeting of the Oroville City Council will be held on Tuesday, September 2, 2014, at 5:00 p.m.

---

Randy Murphy, City Clerk

---

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LA GRONE, CHIEF OF POLICE**

**RE: FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW  
YEAR FESTIVAL COMMITTEE**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 11<sup>th</sup> and 12<sup>th</sup>, 2014.

**DISCUSSION**

On October 11<sup>th</sup> and 12<sup>th</sup> of this year, the Oroville Hmong New Year Festival will be held at the Nelson Avenue Sports Complex. This event will run from 8:00 AM to 5:00 PM each day. An average daily attendance of 5,000 people is expected. This event has occurred for the past seventeen years with few major incidents that required Law Enforcement intervention. The Hmong community has always been supportive and responsive to the needs of Law Enforcement in order to make this event safe and successful.

In 2013, the Hmong community paid \$3,454 for Police Services for the New Year celebration. This fee was based upon the Police Department supplying nine Officers over the two day celebration for at total of 139 hours. The hourly rate was \$71 per hour. The Police Department cost for providing this service in 2013 was \$9,869. The Council authorized a discount of 65%, which resulted in the lower rate being collected.

The reason for the waiver is that this event is organized by non-profit organizations that depend upon the proceeds from this event to fund their organizations over the course of the year.

This is a worthy event that is well attended by both local community members and out of town visitors. It is the recommendation of the Police Department that the fees for this event be reduced to help support the Hmong Community and to show our support of this event. (*See Chart below for details of fees.*)

## PROPOSED FEE FOR 2013

<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Discount</b>	<b>Total Proposed Fee</b>
139	\$71	\$9,869	65% = -\$6,415	\$3,454

This is a City sponsored event which has the potential to have a positive impact on business activity, recreation, and community activity and destination point improvement.

### **FISCAL IMPACT**

Partial wavier of Police Services fees will result in a negative impact of \$6,415 on the overtime budget of the Oroville Police Department. The recommended discount is more than half the amount that is projected for the fee waiver for this year per the City's new Reserve Policy.

### **RECOMMENDATIONS**

Waive 65% of the total fees in the amount of \$6,415, and have the applicant pay the remainder of the fees in the amount of \$3,454 for the Oroville Hmong New Year Festival, to be held on October 11<sup>th</sup> and 12<sup>th</sup>, 2014.

### **ATTACHMENTS**

Request by Oroville Hmong New Year Festival 2014 Committee



**KayengVue, President**  
Hmong United Community  
of Oroville, Inc.  
P.O. Box 1409  
Oroville, CA 95965  
(530) 693-8464



**Zongchia Yang, President**  
Lao Veterans of America, Inc.  
1566 Huntoon Street  
Oroville, CA 95965  
(530) 370-5370

## Oroville Hmong New Year Festival 2014

P.O. Box 522 Oroville, CA 95965 | Email: Orovillehmongnewyear@gmail.com

July 9, 2014

**City of Oroville**

Attn: Chief, Bill LaGone  
1735 Montgomery Street  
Oroville, CA 95965

Re: Oroville Hmong New Year Festival October 11th and 12th, 2014.

Dear Mr. LaGone

On behalf of the Hmong United Community of Oroville, Lao Veterans of America, and the Hmong New Year Planning Committee, we are writing this letter to request for your support of the Hmong annual cultural festival event. We would like to ask the City Administration for a fee waiver for the Oroville Police Department in providing the security and services to help with the community event that is scheduled for the 11<sup>th</sup> and 12<sup>th</sup> of October 2014 at the Nelson Sports Complex in Thermalito.

The Hmong New Year Festival is a non-profit community event held every year for the Hmong community of Oroville to enjoy the new upcoming year. The planning committee and individuals working on this event are volunteers who dedicate their time from work and family to ensure the event will be held with success. Despite the long-standing history of this event, we have no budget set aside to manage it. Every year the community struggles to make ends meet by leasing booths and collecting admission fee to pay the expenses of this event. However, in spite of these efforts, we are still low on budget and in an attempt to cover the expenses we are seeking local agencies and businesses for sponsorships.

After all expenses are paid off, the remaining proceeds will be donated to the two local Hmong non-profit organizations to help them with their volunteer services provided for the community.

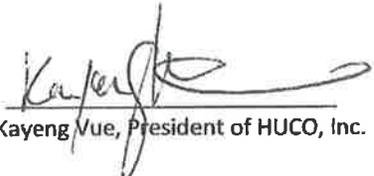
Once again, on behalf of the Hmong community of Oroville, we would like to ask for your leadership and waive the Oroville Police Department's fee for providing the security and services to the Oroville Hmong New Year Festival. We hope to see that the City of Oroville and its Hmong citizens can come together with your leadership and support to make this event a success.

Should you need to reach us directly, please feel free to contact John Lo, Chairman at (530)403-9856 or Mukswan Thao at (530)282-8635.

Thank you for your time and consideration on this matter. We are looking forward to hearing from you.

Sincerely,

  
Zong chia Yang, President LVA, Inc.

  
Kayeng Vue, President of HUCO, Inc.

  
ONY, Event Chairmam

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
AMY BERGSTRAND, MANAGEMENT ANALYST III**

**RE: DESIGNATION OF NATIONAL ENVIRONMENTAL PROTECTION  
AGENCY CERTIFYING OFFICER FOR THE HOME INVESTMENT  
PARTNERSHIP PROGRAM**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider the designation of a National Environmental Protection Agency (NEPA) Certifying Officer for the Home Investment Partnership Program.

**DISCUSSION**

By default, the Mayor is the current NEPA Certifying Officer. In order to streamline the NEPA certification process, staff is requesting the Council to designate this function to the Director of Community Development; or his/her designee. The Director of Community Development is familiar with the NEPA process and is easily accessible to staff on an as-needed basis. This delegation must be in writing via the attached letter.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Designate the Director of Community Development; or his/her designee as the National Environmental Protection Agency Certifying Officer for the Home Investment Partnership Program.

**ATTACHMENT(S)**

Letter of Designation



# City of Oroville

OFFICE OF THE MAYOR

Linda L. Dahlmeier  
Mayor

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2535 FAX (530) 538-2468  
[www.cityoforoville.org](http://www.cityoforoville.org)

September 2, 2014

Department of Housing and Community Development  
HOME Program  
John Bulfer  
2020 W. El Camino Ave., Suite 650  
Sacramento, CA 95833

## NEPA CERTIFYING OFFICER DESIGNATION

Acting in my capacity as the Mayor of the City of Oroville and pursuant to the provisions of the Housing and Community Development Act, Section 104(g), I hereby designate Donald Rust, Director of Community Development; or his designee, to act as NEPA Certifying Officer for the City of Oroville.

This authorization is valid until changed or revoked in writing. Please do not hesitate to contact Donald Rust at (530) 538-2430 or [rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org).

Sincerely,

Linda L. Dahlmeier  
Mayor

Enclosure

August 28, 2014

Page 1

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: SCOTT E. HUBER, CITY ATTORNEY**

**RE: DENIAL OF GOVERNMENT CLAIM**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider denying the Government Claim, received August 1, 2014, and filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell against the City of Oroville.

**DISCUSSION**

On August 1, 2014, the City of Oroville received a claim filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell. This claim is related to the officer involved shooting of Victor Ray Coleman on April 28, 2014.

To comply with Government Code section 912.4, the City must take official action in response to claims filed against it. Based upon the allegations contained in this Government Claim, Staff believes that the claim should be denied.

**FISCAL IMPACT**

There is impact to the General Fund.

**RECOMMENDATION**

Deny the Government Claim, received by the City on August 1, 2014, and filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell and authorize the City Attorney to send a letter denying the claim.

**ATTACHMENTS**

Government Claim filed by the Law Office of John L. Burris on behalf of Lori Deaun Coryell  
Draft response letter to the Law Office of John L. Burris

CG-4

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 [www.johnburrislaw.com](http://www.johnburrislaw.com)

Claimant does hereby demand that AGENCY including, but not limited to, the appropriate city or county law enforcement agency, its employees, servants and/or attorneys, maintain and preserve all evidence, documents and tangible materials which relate in any manner whatsoever to the subject matter of this Claim, including until the completion of any and all civil and/or criminal litigation arising from the events which are the subject matter of this Claim. This demand for preservation of evidence includes, but is not limited to, a demand that all public safety entities preserve all tapes, logs and/or other tangible materials of any kind until the completion of any and all civil and criminal litigation arising from the subject matter of this claim.

**AMOUNT OF CLAIM:**

This claim is in excess of \$25,000. Jurisdiction is designated as "unlimited" and jurisdiction would be in the United States District Court and/or Superior Court of the State of California.

**DATED: 7/30/2014 10:48 AM**

Very truly yours,

  
Allyssa Villanueva

Law Clerk,

**THE LAW OFFICES OF JOHN L. BURRIS**

**LAW OFFICE OF JOHN L. BURRIS**

**7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com**

Claimant alleges those individual employees, agents and/or servants of AGENCY are responsible for Claimant's injuries, and acts and/or omissions committed within the course or scope of employment under the theory of respondeat superior. Respondeat superior liability includes but is not limited to, negligent training, supervision, control and/or discipline.

Individual employees, agents, and/or servants of the AGENCY, include but are not limited to, the chief of police, sheriff, or an individual of comparable title, in charge of law enforcement for AGENCY, and DOES 1-100, and/or each of them, individually and/or while acting in concert with one another.

Claimant alleges the appropriate offenses listed below.

Claimant alleges that wrongful death included but was not limited to, conduct causing claimant to suffer fatal injuries and/or death.

Claimant alleges that assault included, but was not limited to, conduct causing claimant to reasonably fear a harmful offensive touching upon claimant's person.

Claimant alleges that battery included, but was not limited to, conduct resulting in a harmful offensive touching upon claimant's person in a manner foreseeable likely to cause injury.

Claimant alleges that false imprisonment included, but was not limited to, acts or omissions causing claimant to be confined or restricted to an area without means of escape while claimant was aware of the confinement.

Claimant alleges that negligence included, but was not limited to, breach of duty upon failing to exercise due care by placing claimant at risk of serious physical injury.

Claimant alleges that negligent hiring included, but was not limited to, breach of duty upon failing to exercise due care by hiring individuals likely to cause physical injury to citizens while acting under color of law in an official capacity.

Claimant alleges that negligent infliction of emotional distress included, but was not limited to, the failure to use reasonable care to avoid causing emotional distress to another individual. The negligent conduct resulted in Claimants' physical injuries.

Claimant alleges that intentional infliction of emotional distress included, but was not limited to, outrageous acts or omissions with the intent to causing emotional distress to another individual. The intentional conduct resulted in Claimants' physical injuries.

Claimants will allege other causes of action subject to continuing discovery.

**DESCRIBE INJURY OR DAMAGE:**

Claimant has, or may have in the future, claims for general damages, including, but not limited to, claims for pain, suffering and emotional distress in amounts to be determined according to proof.

Claimant may have and/or may continue to have in the future, claims for special damages, including, but not limited to, claims for medical and related expenses, lost wages, damage to career, damage to educational pursuits, damage to property and/or other special damages in amounts to be determined according to proof.

Claimant may have, and/or may continue to have in the future, damages for permanent mental injuries, permanent mental scarring and/or other psychological disabilities in an amount according to proof.

**NAME OF PUBLIC EMPLOYEE(S) BELIEVED TO HAVE CAUSED INJURY OR DAMAGE:**

See description of the incident, above.

**DEMAND FOR PRESERVATION OF EVIDENCE:**

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com

**ATTACHMENT "A - WRONGFUL DEATH CLAIM"**

Claimant objects to your Claim Form because it requires information which constitutes an invasion of the Claimant's privacy. Moreover, the information is not required to be provided by the Claimant under California Government Code Section 910. For example, California Government Code Section 910 does not require that the Claimants provide their home and work numbers, driver's license number, date of birth, auto insurance name and policy number, a diagram of the location of the incident, any statements by the Claimants as to their reasons "for believing the City is liable for your damages, "or a description" of all damages which you believe you have incurred as a result of the incident." For the purposes of this document "CLAIMANT" means the individual claimant, claimants plural, and all plaintiffs and parties in interest represented by the LAW OFFICES OF JOHN BURRIS. Therefore, Claimant submits the following information in support of his/her Claim pursuant to Government Code Section 910:

CLAIMANT'S NAME: Lori Deaun Coryell

ADDRESS TO WHICH ALL NOTICES ARE TO BE SENT: LAW OFFICES OF JOHN L. BURRIS, Airport Corporate Centre, 7677 Oakport Street, Suite 1120, Oakland, CA 94621

CLAIMANT TELEPHONE NUMBER: C/O LAW OFFICES OF JOHN L. BURRIS, ESQ. (510) 839-5200

PLEASE NOTE: COUNSEL REPRESENTS CLAIMANT AND ALL CONTACT SHOULD BE MADE WITH HER ATTORNEY ONLY.

DATE AND TIME OF INCIDENT: April 28, 2014 at 5:15pm

LOCATION OF INCIDENT: 1835 Feather River Blvd, Oroville, CA 95965, California.

THE FOLLOWING PROVIDES A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGES OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM" AND "THE NAME OR NAMES OF THE PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY, DAMAGES, OR LOSS, IF KNOWN: [Per Government Code Section 910]. For the purposes of this claim, "AGENCY" is defined by and refers to the municipal, county, or state entity, which governs Oroville Police Department in Oroville, CA.

**DESCRIPTION OF INCIDENT:**

The incident occurred on Monday, April 28, 2014 at approximately 5:20 p.m. at the Sunset Inn at 1835 Feather River Boulevard in Oroville, CA. Decedent, Victor Ray Coleman, called his wife, Lori Coryell, from his hotel room on Monday afternoon and informed her that he was not feeling well and did not go into work.

Mrs. Coryell then called police to request a wellness check. As Mrs. Coryell was driving from Bakersfield to meet her husband in Oroville, an Oroville Police Officer called to inform her that they made contact with Mr. Coleman and that he was fine. The officer assured Mrs. Coryell that they would not break in to Mr. Coleman's room and that he had done nothing wrong. Police alleged that Mr. Coleman refused to open the door and threatened to kill himself. As a result, Oroville police were allegedly forced to break into Mr. Coleman's hotel room. Yet-to-be-identified officers broke down Mr. Coleman's door and shot him eight (8) times.

Mr. Coleman died as a result of his injuries. Mr. Coleman was found seated on the floor against the back wall of his hotel room.

**DESCRIPTION OF CLAIM:**

Claimant alleges that the conduct of individual employees, agents, and/or servants of AGENCY constitute State statutory violations, which might include but are not limited to wrongful death, assault, battery, false imprisonment, negligence, negligent hiring, and intentional infliction of emotional distress, and negligent infliction of emotional distress.

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com

July 30, 2014

Oroville City Clerk  
1735 Montgomery Street  
Oroville, CA. 95965

**RE: Request for Endorsed Copy Verifying Administrative Claim Received – Law Offices of John L. Burris**  
Our client: Lori Deaun Coryell (Decedent Victor Coleman)  
Date of Incident: April 28, 2014

Dear Records Clerk,

This is to inform you that the Law Offices of John Burris represents Lori Deaun Coryell, the wife of Victor Ray Coleman. Mr. Coleman sustained injuries due to an Excessive use of force resulting in wrongful death incident. The incident took place on April 28, 2014 at approximately 5:15pm at or near the location of 1835 Feather River Blvd, Oroville, CA 95965.

We have attached a copy of a completed claim form, which includes a detailed addendum. We have sent you two copies of the form. We request that you send us back one endorsed copy verifying the time and date that our claim was received. We have enclosed a self-addressed stamped envelope for your convenience. If you have any questions please, contact us immediately.

Very truly yours,

Allyssa Villanueva  
Law Clerk,

**THE LAW OFFICES OF JOHN L. BURRIS**



**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com

**ATTACHMENT "A - WRONGFUL DEATH CLAIM"**

Claimant objects to your Claim Form because it requires information which constitutes an invasion of the Claimant's privacy. Moreover, the information is not required to be provided by the Claimant under California Government Code Section 910. For example, California Government Code Section 910 does not require that the Claimants provide their home and work numbers, driver's license number, date of birth, auto insurance name and policy number, a diagram of the location of the incident, any statements by the Claimants as to their reasons "for believing the City is liable for your damages, "or a description" of all damages which you believe you have incurred as a result of the incident." For the purposes of this document "CLAIMANT" means the individual claimant, claimants plural, and all plaintiffs and parties in interest represented by the LAW OFFICES OF JOHN BURRIS. Therefore, Claimant submits the following information in support of his/her Claim pursuant to Government Code Section 910:

CLAIMANT'S NAME: Lori Deaun Coryell

ADDRESS TO WHICH ALL NOTICES ARE TO BE SENT: LAW OFFICES OF JOHN L. BURRIS, Airport Corporate Centre, 7677 Oakport Street, Suite 1120, Oakland, CA 94621

CLAIMANT TELEPHONE NUMBER: C/O LAW OFFICES OF JOHN L. BURRIS, ESQ. (510) 839-5200

PLEASE NOTE: COUNSEL REPRESENTS CLAIMANT AND ALL CONTACT SHOULD BE MADE WITH HER ATTORNEY ONLY.

DATE AND TIME OF INCIDENT: April 28, 2014 at 5:15pm

LOCATION OF INCIDENT: 1835 Feather River Blvd, Oroville, CA 95965, California.

THE FOLLOWING PROVIDES A GENERAL DESCRIPTION OF THE INDEBTEDNESS, OBLIGATION, INJURY, DAMAGES OR LOSS INCURRED SO FAR AS IT MAY BE KNOWN AT THE TIME OF PRESENTATION OF THE CLAIM" AND "THE NAME OR NAMES OF THE PUBLIC EMPLOYEE OR EMPLOYEES CAUSING THE INJURY, DAMAGES, OR LOSS, IF KNOWN: [Per Government Code Section 910]. For the purposes of this claim, "AGENCY" is defined by and refers to the municipal, county, or state entity, which governs Oroville Police Department in Oroville, CA.

**DESCRIPTION OF INCIDENT:**

The incident occurred on Monday, April 28, 2014 at approximately 5:20 p.m. at the Sunset Inn at 1835 Feather River Boulevard in Oroville, CA. Decedent, Victor Ray Coleman, called his wife, Lori Coryell, from his hotel room on Monday afternoon and informed her that he was not feeling well and did not go into work.

Mrs. Coryell then called police to request a wellness check. As Mrs. Coryell was driving from Bakersfield to meet her husband in Oroville, an Oroville Police Officer called to inform her that they made contact with Mr. Coleman and that he was fine. The officer assured Mrs. Coryell that they would not break in to Mr. Coleman's room and that he had done nothing wrong. Police alleged that Mr. Coleman refused to open the door and threatened to kill himself. As a result, Oroville police were allegedly forced to break into Mr. Coleman's hotel room. Yet-to-be-identified officers broke down Mr. Coleman's door and shot him eight (8) times.

Mr. Coleman died as a result of his injuries. Mr. Coleman was found seated on the floor against the back wall of his hotel room.

**DESCRIPTION OF CLAIM:**

Claimant alleges that the conduct of individual employees, agents, and/or servants of AGENCY constitute State statutory violations, which might include but are not limited to wrongful death, assault, battery, false imprisonment, negligence, negligent hiring, and intentional infliction of emotional distress, and negligent infliction of emotional distress.

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com

Claimant alleges those individual employees, agents and/or servants of AGENCY are responsible for Claimant's injuries, and acts and/or omissions committed within the course or scope of employment under the theory of respondeat superior. Respondeat superior liability includes but is not limited to, negligent training, supervision, control and/or discipline.

Individual employees, agents, and/or servants of the AGENCY, include but are not limited to, the chief of police, sheriff, or an individual of comparable title, in charge of law enforcement for AGENCY, and DOES 1-100, and/or each of them, individually and/or while acting in concert with one another.

Claimant alleges the appropriate offenses listed below.

Claimant alleges that wrongful death included but was not limited to, conduct causing claimant to suffer fatal injuries and/or death.

Claimant alleges that assault included, but was not limited to, conduct causing claimant to reasonably fear a harmful offensive touching upon claimant's person.

Claimant alleges that battery included, but was not limited to, conduct resulting in a harmful offensive touching upon claimant's person in a manner foreseeable likely to cause injury.

Claimant alleges that false imprisonment included, but was not limited to, acts or omissions causing claimant to be confined or restricted to an area without means of escape while claimant was aware of the confinement.

Claimant alleges that negligence included, but was not limited to, breach of duty upon failing to exercise due care by placing claimant at risk of serious physical injury.

Claimant alleges that negligent hiring included, but was not limited to, breach of duty upon failing to exercise due care by hiring individuals likely to cause physical injury to citizens while acting under color of law in an official capacity.

Claimant alleges that negligent infliction of emotional distress included, but was not limited to, the failure to use reasonable care to avoid causing emotional distress to another individual. The negligent conduct resulted in Claimants' physical injuries.

Claimant alleges that intentional infliction of emotional distress included, but was not limited to, outrageous acts or omissions with the intent to causing emotional distress to another individual. The intentional conduct resulted in Claimants' physical injuries.

Claimants will allege other causes of action subject to continuing discovery.

**DESCRIBE INJURY OR DAMAGE:**

Claimant has, or may have in the future, claims for general damages, including, but not limited to, claims for pain, suffering and emotional distress in amounts to be determined according to proof.

Claimant may have and/or may continue to have in the future, claims for special damages, including, but not limited to, claims for medical and related expenses, lost wages, damage to career, damage to educational pursuits, damage to property and/or other special damages in amounts to be determined according to proof.

Claimant may have, and/or may continue to have in the future, damages for permanent mental injuries, permanent mental scarring and/or other psychological disabilities in an amount according to proof.

**NAME OF PUBLIC EMPLOYEE(S) BELIEVED TO HAVE CAUSED INJURY OR DAMAGE:**

See description of the incident, above.

**DEMAND FOR PRESERVATION OF EVIDENCE:**

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 [www.johnburrislaw.com](http://www.johnburrislaw.com)

Claimant does hereby demand that AGENCY including, but not limited to, the appropriate city or county law enforcement agency, its employees, servants and/or attorneys, maintain and preserve all evidence, documents and tangible materials which relate in any manner whatsoever to the subject matter of this Claim, including until the completion of any and all civil and/or criminal litigation arising from the events which are the subject matter of this Claim. This demand for preservation of evidence includes, but is not limited to, a demand that all public safety entities preserve all tapes, logs and/or other tangible materials of any kind until the completion of any and all civil and criminal litigation arising from the subject matter of this claim.

**AMOUNT OF CLAIM:**

This claim is in excess of \$25,000. Jurisdiction is designated as "unlimited" and jurisdiction would be in the United States District Court and/or Superior Court of the State of California.

**DATED: 7/30/2014 10:48 AM**

Very truly yours,

  
Alyssa Villanueva

Law Clerk,

**THE LAW OFFICES OF JOHN L. BURRIS**

**LAW OFFICE OF JOHN L. BURRIS**

7677 Oakport Street Suite 1120 Oakland, Ca. 94621 (510)839-5200 www.johnburrislaw.com

**Claim Form**

<b>Name: First, Middle, Last</b> Lori Deaun Coryell (Decedent Victory Ray Coleman)		<b>Race:</b>	<b>Date of Birth:</b>
<b>Address</b> _____ <b>City, State, Zip</b> _____		<b>Home Phone:</b>	<b>Work Phone:</b>
<b>Person/Supervisor Receiving Claim:</b>		<b>Badge #:</b>	<b>Date:</b>

*Complete this portion if claimant is a minor or is being assisted or represented by counsel+*

<b>Name: First, Middle, Last</b> The Law Office of John L. Burris	<b>Relationship to claimant:</b> Attorney
<b>Address</b> _____ <b>State</b> _____ <b>Zip</b> _____ 7677 Oakport Avenue Suite 1120 Oakland Ca. 94621	<b>Phone:</b> (510)839-5200

**Location of incident:**  
1835 Feather River Blvd, Oroville, CA 95965

*Identity of involved personnel*

Badge No.	Name/Vehicle No., etc.	Sex	Race
<i>Yet to be identified</i>			
Narrative of incident: See Attachment			
Were you injured? Yes, See Attachment			
<b>Witness names: (First, Middle, Last)</b>	<b>Address:</b>	<b>Phone:</b>	

*I have read and understood this statement, which I have made of my own free will, and the facts contained therein are true and correct to the best of my knowledge.*

**Claimant's Signature:** \_\_\_\_\_  
 Law Clerk,  
 The Law Office of John L. Burris

**Date:** 7/30/14

<b>Check all Categories that Apply:</b> •Force      •Conduct      •Untruthfulness •Procedure      •Bias/Discrimination •Other _____	<b>Claim Received by:</b>	<b>Date Received:</b>
	•Mail •Fax •Walk-in <b>Intake officer/Personnel:</b>	



**CITY OF OROVILLE**  
**OFFICE OF THE CITY ATTORNEY**  
**1735 MONTGOMERY STREET • OROVILLE, CA 95965-4897**  
**530-538-2533**  
**Fax 530-538-2468**

**VIA CERTIFIED MAIL WITH  
RETURN RECEIPT REQUESTED**

September 3, 2014

Allyssa Villanueva, Law Clerk  
Law Office of John L. Burris  
7677 Oakport Street, Suite 1120  
Oakland, CA 94621

Re: DENIAL OF CLAIMS

Dear Ms. Villanueva:

**NOTICE OF REJECTION OF CLAIMS**

NOTICE IS HEREBY GIVEN that the claims your office filed against the City of Oroville dated July 30, 2014, and received on August 1, 2014, were rejected by the City of Oroville on September 2, 2014.

**WARNING**

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action regarding this claim. See Government Code section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Scott E. Huber  
City Attorney

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: CONSTRUCTION CONTRACT WITH SIERRA TRAFFIC MARKINGS**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider a Construction Contract with Sierra Traffic Markings (Sierra), in the amount of \$8,106, for the completion of road re-striping associated with the City's 2014 Road Repair Project.

**DISCUSSION**

On July 25, 2014, the Council awarded contracts for the City's 2014 Road Repair Project (Project). Contracts were awarded to West Coast Paving and Chip Seal (West Coast) to complete City wide asphalt surface repairs on various roads and to Sierra for the re-striping of South 5<sup>th</sup> Avenue and Table Mountain Boulevard only. Starting on August 11<sup>th</sup> engineering staff and West Coast inspected and marked designated areas on 14 roads for repair work. These surface repairs will result in the removal of striping and markings on 7 of the 14 roads planned for repair. The amount of re-striping and re-marking that would be needed for this Project could not be developed previously because the specific repair locations were not assigned until after the West Coast Contract was awarded. The striping and marking quantities were totaled in order to obtain competitive bids to complete the work. The re-striping and re-marking work will be completed in September after all road repairs have been completed.

Staff used the informal bid process to obtain bids from licensed striping contractors. Three bids were received and are summarized below.

<b>BID SUMMARY</b>	
<b>ROAD STRIPING – 2014 ROAD REPAIR PROJECT</b>	
<b>Bidder</b>	<b>Bid Price</b>
Sierra Traffic Markings	\$8,106
Chrisp Company	\$10,366
Apply-A-Line	\$12,601

CC-5

The low responsive bidder for the striping work is Sierra Traffic Markings from Roseville, California. The re-striping work needed for the 7 roads subject to various road repairs is separate from the re-striping work on South 5<sup>th</sup> Avenue and Table Mountain Boulevard that was awarded to Sierra on August 25, 2014. The work awarded to Sierra on August 25, 2014 was based on a piggy back bid from Butte County. Because the unit costs for the striping on the 7 roads is higher than South 5<sup>th</sup> and Table Mountain striping work (due to limited production by location), staff was unable to amend the August 25<sup>th</sup> contract with Sierra and was required to solicit new bids for the striping work on the 7 additional roads.

## **FISCAL IMPACT**

The Council may approve a supplemental budget adjustment to reflect the bids approved by the Council action on July 25, 2014 and that being proposed at this meeting.

No impact to the General Fund. The cost for the striping work will be paid out of Fund 112, Regional Surface Transportation Program.

Supplemental Appropriation No. 2014/15-0902-XX will be required as follows:

Increase:	112-7000-7400	\$10,000
	110-7010-7400	\$39,000

## **RECOMMENDATION(S)**

1. Adopt Resolution No. 8259 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH SIERRA TRAFFIC MARKINGS IN AN AMOUNT NOT TO EXCEED \$8,106 FOR THE STRIPING OF VARIOUS CITY ROADS – (Agreement No. 3082)
2. Approve Supplemental Appropriation No. 2014/15-0902-XX, as indicated in this staff report, dated September 2, 2014.

## **ATTACHMENTS**

Resolution No. 8259  
Agreement No. 3082

**CITY OF OROVILLE  
RESOLUTION NO. 8259**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT WITH SIERRA TRAFFIC MARKINGS, IN AN AMOUNT NOT TO EXCEED \$8,106, FOR THE COMPLETION OF ROAD RE-STRIPING ASSOCIATED WITH THE CITY'S 2014 ROAD REPAIR PROJECT**

**(Agreement No. 3082)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Sierra Traffic markings, Inc. for the striping of various roads. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on September 2, 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

## CONSTRUCTION CONTRACT

This contract for construction ("Contract") is made and entered into the 2nd day of September, 2014, by and between City of Oroville ("City"), 1735 Montgomery Street, Oroville, California and Sierra Traffic Markings, Inc. ("Contractor"), 9725 Del Road, Suite B, Roseville, California, 95747, Contractor's License No. 755317.

### 1.00. General Provisions

1.01. Purpose of Contract. To complete road striping and marking on Oro Quincy Hwy, Foothill Boulevard, Nelson Avenue, Roble Avenue, Hilldale Avenue, Morningside Drive and High Street.

1.02. Contract Price. Contractor shall be paid the amount of Eight Thousand One Hundred and Six Dollars (\$8,106.00) ("Contract Price") for the performance of the work required by the Contract. The Contract Price is based on a bid received from the Contractor on August 22, 2014. Contractor's Bid is attached to this Contract as Exhibit "A".

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, equipment, and services and shall perform and complete in a satisfactory and workmanlike manner all the Road striping and marking as described in the Contractor's Bid. All striping and marking work shall comply with Caltrans specifications.

### 1.04. Time of Commencement and Completion.

- (a) Contractor shall commence the construction as soon as possible after the completion of repairs (by others) on the Roads.
- (b) All work shall be satisfactorily completed no later than September 30, 2014, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would suffer damages, but that such damages would be extremely difficult to ascertain. Therefore, it is agreed that a reasonable estimate of the damages to be suffered by City, in the event that final completion is not achieved by the date recited, and

no extension of time has been approved by the City fine is zero (\$0) dollars per day for each day of delay.

(f) Time is of the essence of this Contract.

1.05. Contract Documents. This Contract shall consist of the general terms, conditions and references contained herein and the following documents:

The complete contract is comprised of and may or may not include : Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

1.06. Method of Payment.

Upon application for payment submitted by the Contractor, and approved by the City inspectors, and based on job progress, the City shall make, or cause to be made, a final payment to the Contractor.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

1.08. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless City from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Contractor or any of its subcontractor (or any agent, employee, or servant thereof) in performance of this Contract, except where caused by the active negligence, sole negligence or willful misconduct of the City. Contractor waives any and all right to any type of express or implied indemnity against the City and its officers and employees.

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

(a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be

with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.

- (b) Upon termination of this Contract for its breach by Contractor, the Contract Price shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

1.11. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

- (a) Contractor at the following address:

**Sierra Traffic Markings, Inc.  
9725 Del Road, Suite B  
Roseville, California, 95747  
Attn: Tom Rawlins**

- (b) The City at the following address:

**City of Oroville  
Community Development Department  
1735 Montgomery Street  
Oroville, CA 95965  
Attn: Rick Walls**

## 2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

- 2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City evidencing insurance coverage as shown in Exhibit "B".
- 2.02. Bond: None.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the City) necessary for the completion and execution of the work to be performed.

- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
  - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.
  - (c) Replace glass damaged or broken by Contractor's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.
- 2.07. Inspection:
- (a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.
  - (b) Cooperate with the City in completing progress inspections and final inspection of the work.
- 2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.
- 3.00. ACCEPTANCE/PROJECT CLOSEOUT
- 3.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet for a final project inspection. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior receiving final payment.
- 3.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City, the City shall accept the work by signing a Notice of Completion.
- 3.03. Final Payment:

After the City has inspection all of the required work and accepted all of the final work,

the Contractor shall submit a request for final payment. In addition, Contractor shall at the same time submit from all subcontractors and person supplying labor or materials to Contractor, a "Conditional Waiver and Release Upon Final Payment" in the form prescribed by Section 3262 of the City Code.

3.04. Release of Retention: Payment of all sums retained, if applicable, except those retained for cause shall be made to the Contractor no sooner than thirty-five (35) days after recordation of the Notice of Completion.

4.00. DISPUTE RESOLUTION

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5.00. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

5.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

5.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.

5.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

SIERRA TRAFFIC MARKINGS, INC.

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

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

CITY OF OROVILLE

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

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



# SIERRA

## TRAFFIC MARKINGS, INC.

9725 DEL ROAD SUITE B  
ROSEVILLE, CA. 95747

### "UNION CONTRACTOR"

CA. LIC. #755317 Type C-32

City of Sacramento SBE #32204  
State of California SBE #1555640  
Bond Rate 1%

PHONE: (916) 774-9080

FAX: (916) 774-9088

# ESTIMATE

ESTIMATE #	14-546
DATE:	8/22/2014
BID DATE:	8/22/2014

## Revised

<b>ATTN:</b>	Rick Walls	<b>PROJECT:</b>	2014 Road Repair
<b>TO:</b>	City of Oroville 1735 Montgomery St. Oroville, CA 95965	<b>ADDRESS:</b>	Various Roads
<b>PHONE:</b>	(530) 538-2507	<b>CITY:</b>	Oroville, CA
<b>FAX:</b>		<b>PROJECT #:</b>	
<b>EMAIL:</b>		<b>ESTIMATOR:</b>	Tom Rawlins
		<b>PREVAILING WAGE:</b>	STATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	THERMOPLASTIC STRIPING & MARKINGS				
	Detail 22	303	LF	1.75	635.25
	Detail 25 (m)	788	LF	1.75	1,379.00
	Detail 21	366	LF	1.30	478.80
	Detail 27B	2,538	LF	0.65	1,649.70
	12" White (Limit Line on Cross Walk)	102	LF	8.10	1,474.20
	8' Stop Legend	9	EA	178.00	1,602.00
	8' Ahead Legend	1	EA	250.00	250.00
	8' Slow School Xing Legend	1	EA	640.00	640.00
	1 Mobilization to Jobsite				
Additional Mobilizations to Jobsite will be \$1,750.00 EA					
NOTE: This Estimate INCLUDES the Following Items: A) Traffic Control for Sierra Traffic Markings (Does NOT Include Detours) B) Thermoplastic					
NOTE: This Estimate EXCLUDES the Following Items: A) Traffic Control Plans B) Removal of Existing Striping and Markings C) Temporary Striping D) Posting/Notifications E) Painted Striping and Markings F) Weekend/Night Work G) Changeable Message Boards H) Retro Reflectivity Testing					
NOTE: 15 Working Days Notice Is Required For Scheduling					
NOTICE: The Terms Of This Proposal Are Guaranteed For 60 Days. If No Contract Or Signed Proposal Are Returned To Sierra Traffic Markings In That Time, This Proposal May Be Re-Negotiated.					

# EXHIBIT A

**ADDENDUMS ACKNOWLEDGED:** **TOTAL \$8,105.95**

**ACCEPTANCE OF THIS ESTIMATE:** The above prices, specifications, and provisions are satisfactory and are hereby accepted. Sierra Traffic Markings, Inc. is authorized to do the above mentioned work as specified. Payment will be made upon completion and/or receipt of invoice.

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE OF ACCEPTANCE: \_\_\_\_\_ PO NUMBER: \_\_\_\_\_ JOB NUMBER: \_\_\_\_\_

**EXHIBIT B**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

At no additional cost to City, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE:**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:**

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

E. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. VERIFICATION OF COVERAGE:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUBCONTRACTORS:

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

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
JAMIE HAYES, ASSISTANT CITY CLERK**

**RE: APPOINTMENT TO THE SOUTHSIDE OROVILLE COMMUNITY  
CENTER ADVISORY COMMITTEE**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider appointing Marlene Del Rosario, as the City resident representative, to serve on the Southside Oroville Community Center Advisory Committee.

**DISCUSSION**

The Southside Oroville Community Center Advisory Committee (Advisory Committee) was formed in December 1998 through a Memorandum of Understanding between the City of Oroville and the County of Butte in order to design, construct and administer the facility.

The City is required to appoint three (3) members to the Advisory Committee: a private sector citizen, a representative of a community based organization and a Southside Oroville community resident. Marlene Del Rosario is the sole applicant requesting to serve on the Advisory Committee. Ms. Del Rosario would be completing the term of former Committee Member, Gregory "Clay" Canady, which expires on June 30, 2015.

**RECOMMENDATION**

Appoint city resident Marlene Del Rosario to serve on the Southside Oroville Community Center Advisory Committee for a term ending June 30, 2015.

**ATTACHMENTS**

Application for Appointment – Marlene Del Rosario

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Southside Community Center Advisory Com.

Note: If you are applying for more than one committee/commission, number in order of preference.

Planning Commission

Arts Commission

Housing Loan Advisory Committee

Economic Development Loan Advisory Committee

Park Commission

Southside Community Center Advisory Committee

Oroville Mosquito Abatement District Committee

APPLICANT INFORMATION

Name (print): marlene Del Rosario

Residence Address: 3041 Orange Ave Oroville 95966

Mailing Address (if different): \_\_\_\_\_

Telephone: (530) 632-5744 E-Mail Address: mar1955@yahoo

Are you a qualified elector\*\* of the City?

Yes

No

\*\* A United States citizen, 18 years of age or older, living within the City limits of the City of Oroville, and a registered voter.

EMPLOYMENT INFORMATION

Occupation: retired

Current Employer: Farmers employer Butte County CPS SWTV

Current Employer Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: ma. from CSUC in counseling psychology

Memberships of Organizations: Dem party - LULU - NAACP

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: \_\_\_\_\_

OPTIONAL

How did you hear about this recruitment? City Council Meeting

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 8-27-14

Signature: Marlene Del Rosario



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

This supplemental questionnaire is a required part of your application package and must be returned along with your "application for appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.

1. Why would you want to serve on the Committee/Commission?

*I am a member of the "Friends of Southside" and I attend all of the Joverson meetings. I am interested in what is happening there.*

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

*Experience working with South side families in the past.*

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

*NO*

Date: 8-27-14

Signature: *Martine Olden*

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR**

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider a Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Management and Confidential Association (OMCA).

**DISCUSSION**

Staff and OMCA representatives have met and conferred and came to a tentative agreement on an MOU (Exhibit A). The final approved MOU will be provided under separate cover. Changes to the MOU are in bold red for additions and strike through bold black for deletions.

The term of this MOU would be from July 1, 2014 through June 30, 2015. The language changes have been reviewed and tentatively agreed upon by the City Administrator and the membership of OMCA.

**FISCAL IMPACT**

Estimated at approximately \$25,000.

**RECOMMENDATION**

Adopt Resolution No. 8260 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083).

**ATTACHMENT (S)**

Resolution No. 8260  
Agreement No. 3083

CC-7

**CITY OF OROVILLE  
RESOLUTION NO. 8260**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND  
CONFIDENTIAL ASSOCIATION**

**(Agreement No. 3083)**

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

1. The Mayor is hereby authorized and directed to execute a Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association. A copy is attached hereto as Exhibit "A".
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on September 2, 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

**AMENDED AND RESTATED**

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**CITY OF OROVILLE**

AND THE

**OROVILLE MANAGEMENT AND CONFIDENTIAL  
ASSOCIATION (OMCA)**

for the

**PERIOD BETWEEN JULY 1, 2014 to JUNE 30, 2015.**

Deleted: MID-

Deleted: EMPLOYEES'

Deleted: M

Deleted: E

Deleted: 17

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. \_\_\_\_\_ adopted at its Regular Meeting of \_\_\_\_\_.

## TABLE OF CONTENTS

Section Title	Page
1 RECOGNITION OF ASSOCIATION	3
2 SCOPE OF REPRESENTATION	3
3 MAINTENANCE OF BENEFITS	3
4 CITY RIGHTS AND RESPONSIBILITIES	3
5 SENIORITY	4
6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION	4
7 CLOTHING ALLOWANCE	<del>5</del>
8 COMPENSATION AND RETIREMENT	5
9 MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY	<del>9</del>
10 PROFESSIONAL AND EDUCATIONAL <u>INCENTIVES</u>	<del>10</del>
11 RECOGNITION FOR LENGTH OF SERVICE	<del>11</del>
12 VACATION POLICY	11
13 ADMINISTRATIVE LEAVE	12
14 HOLIDAYS	12
15 SICK LEAVE ACCUMULATION	<del>13</del>
16 LEAVES OF ABSENCE	<del>14</del>
17 JURY DUTY	<del>15</del>
18 RANDOM DRUG & ALCOHOL TESTING	<del>15</del>
<del>19</del> INJURY ON AND OFF THE JOB	15
<del>20</del> BULLETIN BOARD	<del>16</del>
<del>21</del> PAYROLL DEDUCTIONS	<del>16</del>
<del>22</del> INJURIES IN THE COURSE OF EMPLOYMENT	<del>16</del>
<del>23</del> DISCIPLINE	<del>17</del>
<del>24</del> GRIEVANCE PROCEDURE	<del>19</del>
<del>25</del> PEACEFUL PERFORMANCE	<del>21</del>
<del>26</del> SAVINGS CLAUSE	<del>21</del>
<del>27</del> COMPLETION OF BARGAINING	<del>21</del>
<del>28</del> TERM AND OPENING CLAUSE	<del>22</del>
Exhibit A	Attachment

Deleted: 4
Deleted: 8
Deleted: DEVELOPMENT
Deleted: 9
Deleted: 10
Deleted: 12
Deleted: 13
Deleted: 14
Deleted: 14
Deleted: 19. PHYSICAL FITNESS PROGRAM . . . . . 14 ¶
Deleted: 20
Deleted: 21
Deleted: 15
Deleted: 22
Deleted: 15
Deleted: 23
Deleted: 15
Deleted: 24
Deleted: 16
Deleted: 25
Deleted: 17
Deleted: 26
Deleted: 20
Deleted: 27
Deleted: .
Deleted: 0
Deleted: 28
Deleted: 20
Deleted: 29
Deleted: 21

**Section 1. RECOGNITION OF OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

The City of Oroville recognizes the merger of the Oroville Mid-Management Association (OMMA) and the Oroville City Confidential Association (OCCA) whose members will now be represented by the Oroville Management and Confidential Association (OMCA). Further, that OCMA is the exclusive representative of the members, whether dues paying or non-dues paying, of OMCA in Classifications as set forth in attached Exhibit "A."

The City agrees to allow each OMCA member a total of four (4) hours of release time per calendar year to attend quarterly OMCA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

**Section 2. SCOPE OF REPRESENTATION**

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

**Section 3. MAINTENANCE OF BENEFITS**

It is understood and agreed that there exists within the City, certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMCA shall be advised, for the purpose of enabling the City and the OMCA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMCA.

**Section 4. CITY RIGHTS AND RESPONSIBILITIES**

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote

- Deleted: .
- Deleted: MID-
- Formatted: Indent: Left: 0", Hanging: 0.81"
- Deleted: EMPLOYEES'
- Deleted: Recognizes
- Deleted: Mid-
- Deleted: Employees'
- Deleted: M
- Deleted: E
- Deleted: as
- Deleted: majority
- Deleted: M
- Deleted: E
- Deleted: "excluding confidential employees designated by the City Administrator
- Deleted: M
- Deleted: E
- Deleted: M
- Deleted: E
- Deleted: that
- Formatted: Indent: Left: 0", Hanging: 0.75"
- Deleted: .
- Formatted: Indent: Left: 0", Hanging: 0.75"
- Deleted: .
- Deleted: M
- Deleted: E
- Deleted: M
- Deleted: CE
- Deleted: M
- Deleted: E
- Formatted: Indent: Left: 0", Hanging: 0.75", Tabs: 0.75", Left
- Deleted: .

and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

**Section 5 SENIORITY**

5.1 If performance, merit and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

1. Discharge for cause
2. Voluntary termination
3. Retirement
4. Seniority shall not accrue for the term of any suspension or for leaves without pay in excess of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

**Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION**

6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.

6.2 A member who accrues a total of more than thirty one (31) days in a calendar year of temporary duties shall receive 5% above their base pay retroactively for all days so worked in a higher Classification.

Deleted: .  
Formatted: Indent: Left: 0",  
Hanging: 0.75"

Deleted:

Formatted: Indent: Left: 0",  
Hanging: 0.75"  
Deleted: .

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty one (31) days, the member shall immediately receive 5% above base pay.

Deleted: .

**Section 7, CLOTHING ALLOWANCE AND SAFETY EQUIPMENT**

Formatted: Indent: Left: 0", Hanging: 0.75"

**7.1 Safety Employees**

Deleted: .

A. Each safety member covered by this Memorandum shall receive an annual clothing allowance equivalent to the amount negotiated by the respective safety employee associations at the time of the member's original appointment. Payment will be made in the member's first paycheck. Subsequent distributions will occur in the first pay period in December thereafter. This will constitute the clothing allowance for the following calendar year.

Deleted: of seven hundred twenty dollars (\$720) for police personnel and seven hundred fifty dollars (\$750) for fire personnel

Deleted: On the first pay period in December

Deleted: . and each

B. The City agrees to provide members with the following uniform insignia:

1. Patches — up to two sets per year as needed
2. Pins — as needed for Hats and caps

Deleted:

Deleted:

The appropriate Department Head shall decide when replacement of these items above for OMCA members is necessary.

Deleted: OMMA

Deleted: are

**7.2 Non-Safety Employees**

The City will continue to provide uniforms and safety equipment, as necessary, equivalent to the amount negotiated by the respective employee associations,

Deleted: as has been provided prior to this Memorandum

7.3 City agrees to pay the initial cost of any ordered uniform article change.

7.4 Special equipment, upon availability, will be issued to the individual members who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.

7.5 In the event one or more of the respective employee associations referenced in 7.1 or 7.2 above convert its allowance to some other benefit, the equivalent monetary value of that conversion will be offered to the affected OMCA employee(s).

**Section 8, COMPENSATION AND RETIREMENT**

Deleted: .

**8.1 SALARY**

Formatted: Font: (Default) Arial

Salary ranges for represented classifications shall increase as follows:

1.5% - 9-2-14 or upon ratification, whichever is later

8.2 The salary range for the Administrative Assistant – Administration shall be increased to be equivalent with the Administrative Assistant – Police Department.

8.3 Salary Re-Openers: The City or OMMA proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated and any change would go into effect the following July 1<sup>st</sup>.

Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.

8.4 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMCA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMCA member. Any reimbursement in excess of the normal salary of the OMCA member will be retained by the City.

8.5 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:

8.5.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

8.5.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated

Deleted: ¶  
Deleted: 3  
Deleted: 7-1  
Deleted:  
Formatted: Indent: Left: 0.5", Tabs: Not at 0" + 0"  
Deleted: 3% - 7-1-15¶  
3% - 7-1-16¶  
¶  
¶

Deleted: ¶  
Formatted: Font: (Default) Arial  
Formatted: Indent: Hanging: 0.5", Tabs: Not at 0.5" + 1"  
Deleted: 2  
Formatted: Font: (Default) Arial  
Deleted: OMMA  
Deleted: OMMA  
Deleted: OMMA  
Formatted: Font: (Default) Arial  
Formatted: Indent: Left: 0.5", Hanging: 0.5"  
Deleted: 3  
Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"  
Formatted: Font: (Default) Arial, 12 pt  
Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"  
Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"  
Formatted: Font: (Default) Arial, 12 pt  
Formatted: Font: (Default) Arial, 12 pt

satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

8.5.8 Employees may receive salary Step H upon completion of two (2) years of unbroken employment in Step G, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regards to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

8.6 On each January first during the term of this contract, all represented employees shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1<sup>st</sup> through January 1<sup>st</sup> or other requested time which is approved by their department head. PTO days must be used within the calendar year they are credited or the time will be lost.

## 8.7 P.E.R.S. CONTRIBUTIONS

8.7.1 The City agrees to continue providing classic OMCA members with PERS retirement benefits under the 2% at 55 formula for Miscellaneous Employees or 2% at 50 for Safety Employees to include the single highest year benefit.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

Formatted: Indent: Left: 1"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

Formatted: Indent: Left: 1"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Not Bold

Formatted: ... [1]

Deleted: (Replace with City P... [2]

Deleted: 8.4 In lieu of Report... [3]

Formatted: Tabs: Not at 0" + 1"

Deleted: 6

Deleted: Effective 01/01/2012 and

Deleted: OMMA member

Formatted: No underline

Deleted: Additionally, OMMA... [4]

Deleted: 7

Deleted: ¶

Deleted:

Formatted: Indent: Left: 1"

Formatted: ... [5]

Formatted: ... [6]

Formatted: ... [7]

Formatted: ... [8]

Formatted: ... [9]

8.7.2 Effective January 1, 2013 and upon hire, all new OMCA members shall receive the 2% at 62 formula for Miscellaneous Employees or 2% at 57 for Safety Employees, shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off of their three (3) highest years.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

"New members" shall be defined as individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

Formatted: Font: (Default) Arial, 12 pt

All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

8.7.3 The City agrees to maintain the 4<sup>th</sup> Level 1959 Survivor Benefit for all members.

Formatted: Font: (Default) Arial, 12 pt

8.7.4 OMCA members shall pay full employee's share of the PERS contribution (7% for Miscellaneous and 9% for Safety). This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

8.7.5 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1"

## 8.8 DEFERRED COMPENSATION

Formatted: Font: (Default) Arial, 12 pt

The City shall offer regular full time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMCA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

Formatted: Font: (Default) Arial, 12 pt

Deleted: (Replace with City Proposal 6 language with the exception that 9% safety Member . . . Contribution is paid by new employees to the OMMCEA unit.

## 8.9 Overtime – For Non-Exempt Classifications Only

Deleted: 8

Deleted: :

Deleted: M

Deleted: E

Members required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 240 hours. By submitting a fourteen (14) day advance written

Deleted: 8.9 . SUPPLEMENTAL RETIREMENT:¶

¶  
The City agrees to allow employees of this bargaining unit to participate in their Union Supplemental Retirement Plan on a cost neutral basis.¶

¶

Deleted: 10

notice, members may request payment from their individual accounts of some or all of the amounts therein, which shall be paid during the next payroll period.

**Section 9, HOSPITAL MEDICAL BENEFITS**

9.1 Health Insurance - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance.

Effective January 1, 2015, City will increase its Employee + 1 and Employee + family contribution by \$75.00 (seventy-five dollars) per month.

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMMA members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMCA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

9.2 Health Insurance Review Committee

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMCA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

9.3 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.

Deleted: .  
Formatted: Indent: Left: 0", Hanging: 0.75"

Deleted: (Add language approved by the City Council pertaining to premium paid by the City and opt out amount)

Deleted:  
Deleted: OMMA

Deleted: M  
Deleted: E  
Deleted: ¶  
9.3 Approval of Future Plan Changes¶  
¶  
Both the City and the Association will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the plan who are covered by the plan who vote on such changes.¶  
¶  
9.4 BLOOD BANK DONATION TIME¶  
¶  
A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the work day for such purpose. The verification of such donation shall be returned to the department head for inclusion with the biweekly attendance report in order for the member to receive credit for time worked.¶  
Deleted: 5  
Deleted: AFLAC

9.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.

Deleted: 6

9.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

Deleted: 7

**Section 10 PROFESSIONAL AND EDUCATIONAL INCENTIVES**

Deleted: SECTION

Formatted: Indent: Left: 0", Hanging: 0.75"

Deleted: .

Deleted:

Deleted: DEVELOPMENT

10.1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.

10.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the employer.

10.3 The City will make available to each member a maximum of \$1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC or other similar nationally accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.

Deleted: which is recognized and published by the U.S. Secretary of Education,

2. Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows;

Deleted: conformation

- a. The program curriculum will include classes already passed which relate to the degree or certification.
- b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.

3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass"

grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.

4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

10.4 A member who obtains a Master's Degree from a WASC or other similar nationally accredited institution that is not a requirement of their position and provides documented proof of such degree, shall receive an educational incentive equal to 3% of their base salary per month.

Deleted: ¶

10.5 The City shall assume liability for notary duties performed by OMCA members in the scope of their City employment.

Formatted: Indent: Left: 0.5", Hanging: 0.5", Tabs: Not at 0.5"

Formatted: Font: (Default) Arial

Deleted: .

**Section 11, RECOGNITION FOR LENGTH OF SERVICE**

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

<u>Length of Continuous Service</u>	<u>Annual Award</u>
15 through 19 years.....	\$150.00 per year
20 years or more.....	\$300.00 per year

The City Council shall decide on the timing and manner for the award presentations.

**Section 12, VACATION POLICY**

Deleted: .

12.1 Every employee who on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Two (2) weeks (ten (10) working days) with pay if the employee shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Three (3) weeks (fifteen (15) working days) with pay if the employee shall have been in the service of the City for a period of five (5) years or more but less than twelve (12) years prior to such anniversary date.

12.2 Upon the completion of twelve (12) years of service with the City the employee shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).

12.3 Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the employee shall cease to earn vacation benefits that exceed three (3) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.

12.4 For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.

12.5 An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to pay in lieu thereof. Normally, the City shall not pay an amount in excess of the ceiling referenced in 12.3.

Deleted:

12.6 An employee, who, during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days, shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12 the vacation the employee would have earned had the anniversary year been fully worked.

12.7 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request.

**Section 13, ADMINISTRATIVE LEAVE**

Deleted:

All former Mid-Management (OMMA) personnel are eligible for 48 hours per calendar year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been allocated.

- Formatted: Not Strikethrough
- Deleted: Employee
- Formatted: Not Strikethrough
- Formatted: Not Strikethrough
- Formatted: Not Strikethrough

All former Confidential (OCCU) personnel are eligible for 69 hours per calendar year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per calendar year. Such leave may be taken upon approval of the Department Head, any time after it has been allocated.

- Formatted: Not Strikethrough
- Deleted: Unit
- Deleted: members Employees
- Formatted: Not Strikethrough
- Deleted: City Administrator

## Section 14. HOLIDAYS

14.1 The following shall be paid holidays to all employees:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The last working day before Christmas
- (12) Christmas Day, December 25

14.2 Employees shall be compensated for each holiday by eight (8) hours of straight time compensation.

~~14.3 Subject to concurrence of all other City employee Associations, City and OMCA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).~~

Formatted: Font: (Default) Arial

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Formatted: Font: (Default) Arial

Deleted: .

## Section 15. SICK LEAVE ACCUMULATION

15.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.

15.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) work day for each month of service beginning the first calendar month following regular probationary employment.

15.3 An employee returning to duty after an absence of more than two (2) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate or personal affidavit showing the nature of the sickness or injury.

15.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.

15.5 Sick Leave Conversion: An employee represented by the Association who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement.

15.6 The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January/June, July/December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six month period in which eligibility was established.

15.7 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

Comment [RPM1]: Is this already done?

**Section 16. LEAVES OF ABSENCE**

Deleted: .

16.1 Bereavement Leave:

Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

16.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

16.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

Formatted: Indent: First line: 0.5"

#### 16.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is for more than thirty (30) days, the employee:

- A. Shall not accrue seniority or employee benefits of any kind.
- B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

#### Section 17. JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

#### Section 18. RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OCMA without written mutual agreement of the parties.

#### Section 19. INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and

Deleted:

Deleted:

Deleted:

Deleted: unit

Deleted:

Deleted: Association members agree to the City of Oroville's Substance Abuse Policy and procedures for random drug/alcohol testing, administered by DATCO, as outlined in Exhibit "B". The City may utilize any or all of the following non-regulated testing options: Pre-Employment Drug/Alcohol, random drug/alcohol, reasonable suspicion drug/alcohol, follow-up drug/alcohol, Post-Accident drug/alcohol, return to duty drug/alcohol and breath alcohol testing.¶

¶ Confidential members

Formatted: No underline

Deleted:

Deleted:

Deleted: confidential until

Deleted: Section 19. PHYSICAL FITNESS PROGRAM¶

¶ The City shall administer a physical fitness program which includes an aerobic, strength, flexibility, and endurance standards in a modified program which derives structure from the program developed by the Commission on Peace Officers Standards and Training (P.O.S.T.) and adopted by the California Highway Patrol. Participants must present an authorization to participate signed by a physician.¶

¶ Members who qualify during the semiannual testing shall be eligible for fitness incentive pay of \$15.00 per month. This program may be terminated after twelve (12) months if the City notifies the OMMA within nine (9) months of the program's inception of the City's intention to terminate the program and that the City agrees to meet and confer with the OMMA on the topic.¶

Deleted: 20.

employee have determined an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

**Section 20. BULLETIN BOARD**

Deleted: 21  
Deleted: .

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

**Section 21. PAYROLL DEDUCTIONS**

Deleted: 22  
Deleted: .

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

**Section 22. INJURIES IN THE COURSE OF EMPLOYMENT**

Deleted: 23  
Deleted: .  
Deleted: 23

**22.1** Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.

**22.2** All members of the **OCMA** (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an off-set of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (**22.2**) does not apply to retired members.

Deleted: 23  
Deleted: Mid-Management Unit

**22.3** Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Deleted: 23

Leave With Pay for Medical Treatment

- A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.
- B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.
- C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.
- D. This Section shall be implemented by an individual agreement between employer and employee, and be signed off by the City's Physician.

Deleted:

**Section 23 DISCIPLINE**

23.1 The City may discharge, demote or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report)
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;

Deleted: 24

Deleted: .

Deleted: 24

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Bullets and Numbering

Formatted: Indent: Left: 0.5", Hanging: 0.5"

- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
- O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

Formatted: Indent: Left: 0.5", Hanging: 0.5"

In the event a member feels the discharge or suspension is not for cause, the OCMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

Formatted: Font: (Default) Arial, 12 pt

Deleted: (Replace with City Proposal 15 language)

Deleted: 24

23.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.

23.3 Departmental Action Prior to Imposition of Discipline: Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the Department Head or person authorized by him shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

Deleted: 24

23.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

Deleted: 24

1. a statement of the disciplinary action to be taken against the employee,
2. a summary of the facts upon which the disciplinary action is based,

3. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum of Understanding.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

**23.5 Appeals of Discipline for Permanent Members:**

Deleted: 24

A member may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance procedure within ten (10) days of receiving the notice of disciplinary action.

**Section 24. GRIEVANCE PROCEDURE**

Deleted: 25

Deleted: .

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville's Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

Comment [RPM2]: Which section should this be? Or maybe strike altogether??

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Deleted: n

Step 2: If the grievance is not resolved in Step 1, the OCMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.

Deleted: Confidential Unit

Deleted:

Step 3: If the grievance is not resolved in Step 2, the OCMA representative may within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such

Deleted: Confidential Unit

meeting will take place within ten (10) working days from the date of the Step 2 meeting.

Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OCMA to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step 3.

Deleted: Confidential Unit

Step 4b: Upon receipt of request by OCMA to submit a grievance to arbitration, the City will set a day acceptable to both parties. City and the OCMA will choose from the State of California Conciliation and Mediation Service an arbitrator to become the individual to hear all cases involving the parties. The parties agree to act expeditiously in the selection of an arbitrator. If the OCMA and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the OCMA. The City and OCMA shall pay the compensation and expenses for their respective witnesses. At the OCMA's request, the City shall release members from duty to participate in arbitration proceedings.

Deleted: 4a

Deleted: Confidential Uni

Deleted: t

Deleted: Confidential Unit

Deleted: Confidential Unit

Deleted: Confidential Unit

Deleted: Confidential Uni

Deleted: t

Deleted: Confidential Unit

Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the OCMA and the aggrieved member, if any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Resolution.

Deleted: Confidential Unit

Step 4d: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled "Grievance Procedure", will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

Step 4e: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OCMA's President shall be given an opportunity to be present at such adjustment.

Deleted: Confidential Unit,

Deleted: Confidential Unit

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will

commence with the first day of their return to work. All meetings will be conducted in Oroville.

If the member or the OCMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OCMA.

Deleted: Confidential Unit

Deleted: Confidential Unit

## Section 25. PEACEFUL PERFORMANCE

Deleted: 26

Deleted: .

The parties of this Memorandum recognize and acknowledge that the services performed by the City Employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances during the term of this agreement will the Association recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay in, sickout, slowdown, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

## Section 26. SAVINGS CLAUSE

Deleted: 27

Deleted: .

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## Section 27. COMPLETION OF BARGAINING

Deleted: 28

Deleted: .

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other an agreement or inducements written or oral, other then those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or

not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

**Section 28. TERM AND OPENING CLAUSE**

This Memorandum of Understanding shall be effective **July 1, 2014** and shall remain in effect through **June 30, 2015**, and shall continue thereafter unless either party gives written notice to the other party prior to March 1<sup>st</sup>, **2015** requesting negotiation of a new Memorandum of Understanding with an effective date of July 1, **2015**.

This Memorandum recommended to the City Council of the City of Oroville on **September 2, 2014**.

**OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION (OMCA)**

Amy Bergstrand, OMCA President

Steve Allen, OMCA Labor Rep

**CITY OF OROVILLE**

Randy Murphy, City Administrator

**Approved as to Form:**

**Executed by:**

Scott Huber, City Attorney

Linda L. Dahlmeier, Mayor

Deleted: <#>By mutual agreement, the parties agree to reopen negotiations for the 2008-2009 year on the following:[]  
<#>Unranked positions to be reviewed for proper placement. If there are no like positions with which to measure, the positions will be assessed for proper placement internally.[]  
<#>Insurance plans and Retirement Enhancement to be studied by a joint committee made up of representatives from all units for future implementation.[]  
[]

- Deleted: 29
- Deleted: . .
- Deleted: 2017
- Deleted: 2017
- Deleted: 2017
- Deleted: \_\_\_\_\_
- Deleted: MID-
- Deleted: CITY OF OROVILLE
- Deleted: EMPLOYEES'
- Deleted: M
- Deleted: E
- Deleted: M
- Deleted: E
- Deleted: . City Administrator
- Formatted: Underline

- Deleted: \_\_\_\_\_
- Deleted: \_\_\_\_\_

## EXHIBIT A

<u>Job Classifications</u>	<u>Department</u>
<u>Accounting Manager</u>	<u>Finance</u>
<u>Administrative Assistant - Administration (hourly)</u>	<u>Administration</u>
<u>Assistant City Clerk</u>	<u>Administration</u>
<u>Battalion Chief</u>	<u>Fire</u>
<u>Chief Building Official</u>	<u>Community Development</u>
<u>Economic Development Manager</u>	<u>Administration</u>
<u>Enterprise Zone/Business Assistance Coordinator</u>	<u>BAHD</u>
<u>Human Resource Analyst II</u>	<u>Administration</u>
<u>Information Technology Manager</u>	<u>Administration</u>
<u>Management Analyst III</u>	<u>BAHD</u>
<u>Police Lieutenant</u>	<u>Police</u>
<u>Program Specialist</u>	<u>Administration</u>
<u>Senior Civil Engineer</u>	<u>Community Development</u>

**Deleted:** Need Exhibit A - List of Job Descriptions¶  
¶  
¶  
Program Specialist¶  
Assistant City Clerk¶  
Administrative Assistant -  
Administrative¶  
Human Resources Specialist II¶

**Page 7: [1] Formatted** Randy Murphy 8/27/2014 11:41:00 PM  
Left, Indent: First line: 0"

**Page 7: [2] Deleted** Randy Murphy 8/27/2014 11:36:00 PM  
(Replace with City Proposal 4)

**Page 7: [3] Deleted** Randy Murphy 8/27/2014 11:42:00 PM

8.4 In lieu of Reporting the Value of PERS contributions as additional compensation, upon ratification and adoption of this MOU, Step H shall be created consisting of a 5% salary increase above Step G. To be eligible for advancement to Step H the employee must have completed one (1) year at Step G within their current classification.

8.5 OMMA members shall receive a one-time lump sum equal to 2% of their annual base salary on February 1, 2012.

**Page 7: [4] Deleted** Randy Murphy 8/27/2014 11:04:00 PM

~~Additionally, OMMA members may be required by their department head to take PTO to coincide with the holiday season.~~

**Page 7: [5] Formatted** Randy Murphy 8/27/2014 11:45:00 PM  
Font: (Default) Arial, 12 pt

**Page 7: [6] Formatted** Randy Murphy 8/27/2014 11:45:00 PM  
Font: (Default) Arial, 12 pt

**Page 7: [7] Formatted** Randy Murphy 8/27/2014 11:45:00 PM  
Font: (Default) Arial, 12 pt

**Page 7: [8] Formatted** Randy Murphy 8/27/2014 11:45:00 PM  
Font: (Default) Arial, 12 pt

**Page 7: [9] Formatted** Randy Murphy 8/27/2014 11:45:00 PM  
Font: (Default) Arial, 12 pt

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
RICK FARLEY, ENTERPRISE ZONE AND BUSINESS  
ASSISTANCE COORDINATOR**

**RE: DISENCUMBRANCE OF FUNDS FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT  
ENTERPRISE FUND GRANT**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council will conduct a public hearing relating to the disencumbrance of the Community Development Block Grant (CDBG) Economic Development Enterprise Fund Grant No. 10-EDEF-7258 remaining funds, in an approximate amount of \$107,660.24.

**DISCUSSION**

In July 2011, the City of Oroville was awarded an Economic Development Enterprise Fund Grant in the amount of \$500,000 for business assistance loans to for-profit businesses. The contract will expire on December 31, 2014.

The fund allocation for business loans was \$393,125. Although the City was able to make two economic development loans totaling \$309,900, staff was unable to qualify additional borrowers and leave adequate time for the State CDBG to review and approve prospective borrowers to expend the remaining funds before the CDBG Program Income regulation changes became applicable on July 1, 2014. The new HCD regulations preclude the City's ability to access these funds.

The breakdown of remaining funds is listed below:

General Administration:	\$ 9,275.24
Loans:	\$ 83,225.00
<u>Activity Delivery:</u>	<u>\$ 15,160.00</u>
Total Disencumbered:	\$107,660.24

## **FISCAL IMPACT**

Loss of funds specific to the Economic Development Enterprise Fund Grant No. 10-EDEF-7258 is approximately \$107,660.24. There is no General Fund impact.

Supplemental Appropriation No. 2014/15-0902-XX will be required as follows:

Decrease:

CDBG Econ. Dev. Fund	151-9000-8000	\$107,660
----------------------	---------------	-----------

## **RECOMMENDATION**

1. Authorize the disencumbrance of the Community Development Block Grant (CDBG) Economic Development Enterprise Fund Grant No. 10-EDEF-7258 remaining funds, in an approximate amount of \$107,660.24.
2. Approve Supplemental Appropriation No. 2014/15-0902-XX as indicated in the fiscal impact of this staff report, dated September 2, 2014.

## **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LA GRONE, CHIEF OF POLICE**

**RE: COST REDUCTION REQUEST BY THE EL MEDIO FIRE  
DISTRICT**

**DATE: SEPTEMBER 2, 2014**

**SUMMARY**

The Council may consider a cost reduction request by the El Medio Fire District in the amount of \$25,000 per year for Dispatching Services.

**DISCUSSION**

The El Medio Fire Department is currently paying the City of Oroville \$40,000 per year for Dispatching Services. Due to the recent staffing reductions at the Oroville Fire Department our impact on El Medio has increased. El Medio has run more calls due to simultaneous events occurring and due to our engine already being committed to other incidents. These increased calls have resulted in El Medio responding to an additional 350 calls for service this year, with a projected additional call volume of 835 calls for service for the 2014 calendar year.

These additional calls have resulted in additional fuel consumption, increased staffing and increased fees paid to volunteers. El Medio is operating on a budget that does not allow for unanticipated expenditures such as these.

To assist El Medio with this unanticipated expenditure, a consequence of our fiscal crisis, it has been requested that the City of Oroville allow a reduction of \$25,000 from the Dispatching contract. I have attached a copy of this request for your review.

**FISCAL IMPACT**

Partial wavier of Dispatch Services will result in a loss of \$25,000 of revenue to the Police Dispatch units.

**RECOMMENDATIONS**

Direct staff as necessary.

CC-9

## **ATTACHMENTS**

Email from Chief Ohlhausen  
Dispatch Contract

## Bill Lagrone

---

**From:** Rusty Ohlhausen <ohlhausen@elmediofire.com>  
**Sent:** Friday, July 25, 2014 3:10 PM  
**To:** Bill Lagrone  
**Subject:** Dispatch fees

Bill I finally heard back from the executive committee, and they would like to see if we could forgo this years dispatch fees. If not then we would like to ask for a reduction in this years fees totaling \$ 25,000.00. The extra \$5000.00 would help offset our fuel and maintenance cost.

You may consider this our official request.

Chief Ohlhausen

--  
Rusty Ohlhausen  
Fire Chief  
El Medio Fire Department  
3515 Myers Street  
Oroville, CA 95966  
Ph: (530) 533-4484  
Fax: (530) 533-9606  
Cell: (530) 990-3050  
[ohlhausen@elmediofire.com](mailto:ohlhausen@elmediofire.com)  
[www.elmediofire.org](http://www.elmediofire.org)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
OROVILLE POLICE DEPARTMENT  
AND THE  
EI MEDIO FIRE DEPARTMENT**

This agreement is made between Oroville Police Department and the El Medio Fire Department, hereafter to be referred to as the "Participating Agencies."

The Oroville Police Department and the El Medio Fire Department recognize the need for emergency 9-1-1 dispatch services for the El Medio Fire Department. The Oroville Police Department operates with a modern 24/7 dispatch center which has the capability and capacity of providing dispatch services to other agencies. The Oroville Police Department and the El Medio Fire department are located in close proximate to each another, which allows dispatch services to be easily provided. Oroville Police Department's radio tower is located in within the El Medio Fire Department's district and will allow sufficient radio communications between the agencies.

This agreement will be effective from November 1, 2011 until such time as it is terminated by either party with 120 day notice to the other. This MOU is subject to review upon request by either party.

The Oroville Police Department will provide the following services:

Under the Oroville Police Department's supervision, the dispatch center will provide the following:

1. El Medio Fire would operate from the OFD (Oroville Fire Department) radio channel;
2. Oroville Police Department would dispatch all fire department 9-1-1 calls within the El Medio Fire Department district;
3. Provide tone outs and text messages;
4. Maintain detailed records and recording of all calls;
5. Provide electronic data transfer of incident details to Firepoint software;
6. Transfer medical calls to ambulance service.

The El Medio Fire Department agrees to the following:

1. To provide any and all necessary equipment that El Medio Fire Department may need to operate on the Oroville Police Department's radio system;
2. To program pagers to receive tones from the Oroville Police Dispatch.

Financial Commitment:

1. The El Medio Fire Department shall pay the Oroville Police Department \$40.00 per call not to exceed \$40,000 annually;
2. The \$40,000 cap shall be reviewed and agreed upon annually.

Approval

This agreement is of no force or effect until signed by both parties, approved by the City of Oroville, and will not commence performance until such approval has been obtained

Amendment

This agreement may be amended by the mutual consent of the participating agencies. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement is binding on any of the parties.

Cancellation

This agreement may be cancelled by either party after providing a minimum of 120-day notification in writing.

The foregoing has been agreed upon by the following:

Regina Munster

Regina Munster  
El Medio Fire Department Chairman

7/27/11

Date

G. Harold Duffey

G. Harold Duffey, City Administrator  
City of Oroville

8.16.11

Date

Linda L. Dahlmeier

Linda Dahlmeier, Mayor  
City of Oroville

8.16.11

Date



**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: September 2, 2014**

**AUDIT RFP:** We have received three proposals. Staff will begin initial reviews this week.

**BANKING SERVICES** – We have received four proposals. Finance Staff and Treasurer will begin initial reviews this week.

**EFFICIENCIES** – Mail is not being delivered directly to the finance window on Oak St. Opening the mail is a Finance duty which is a best practice as a control item for incoming checks. Formerly, Finance Staff was required to walk over to the Main Counter to pick up the mail.



**CALIFORNIA WATER SERVICE COMPANY**

1905 HIGH STREET • OROVILLE, CA 95965-4938  
(530) 533-4034 • FAX (530) 533-4085

August 15, 2014

Mr. Randy Murphy  
City Administrator, City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

City of Oroville  
AUG 15 2014  
Administration

Dear Mr. Murphy:

At its meeting on August 14, the California Public Utilities Commission (CPUC) issued a final decision on California Water Service Company's 2012 General Rate Case, setting water utility rates for 2014 to 2016 and increasing discounts for low-income customers.

The decision marks the end of a rigorous, 25-month review of Cal Water's operations, costs, and proposed water system improvements by the CPUC's Water Division and Office of Ratepayer Advocates. Cal Water is required to undergo this review process every three years to ensure that rates accurately reflect the costs of providing water utility service. The next required rate review will begin in 2015 and end in 2017.

The final decision essentially approves the Settlement Agreement reached after 26 weeks of deliberations between Cal Water, the CPUC, and numerous other parties to the case. The agreed-upon increase in water utility rates will enable us to continue providing customers with safe, reliable service. It reflects the costs of necessary water system improvements, as well as higher costs associated with operating and maintaining the water system, including preventative maintenance, materials, water production, and water testing and treatment.

The new rates become effective on August 29, 2014, when the typical residential customer using an average of 8,976 gallons of water per month (12 Ccf) will see water utility charges of \$60.55 in 2014, with smaller, inflationary-type increases in 2015 and 2016. Customers enrolled in our Low-Income Rate Assistance program and who use the typical amount of water will see water utility charges of \$45.14 in 2014. Additionally, because the new rates were scheduled to become effective on January 1, 2014, the CPUC has authorized Cal Water to recover the difference between previous rates and new rates via a temporary surcharge that will begin in mid-September.

We work diligently to operate as efficiently as possible to maintain affordable rates; we recognize that this will continue to be critical as we, like water utilities throughout the country, face rising costs associated with maintaining infrastructure, securing adequate supplies, and delivering safe water.

I would be more than happy to meet with you to provide you with additional details about the decision and answer any questions you may have. Please feel free to call me at (530) 533-4034 so that we can find a mutually agreeable date and time to meet.

I look forward to hearing from you.

Toni Ruggle  
District Manager, Oroville District