



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

NOVEMBER 18, 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. 5 & 6)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Oath of Office for Ruth Wright, Director of Finance.

Oath of Office for Shane Carpenter, Police Officer.

A New Business Acknowledgement and Welcome to Oroville for Great Clips.

A New Business Acknowledgement and Welcome to Oroville for Pro Championship Wrestling.

A New Business Acknowledgement and Welcome to Oroville for STREAM Charter School.

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 NOVEMBER 4, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **NON-FORECLOSURE OF CITY INTEREST ON PROPERTIES LOCATED AT 2732 SPENCER AVENUE AND 750 GARDELLA AVENUE** – staff report

The Council may consider the non-foreclosure of City interest on properties located at 2732 Spencer Avenue (APN 013-212-020) and 750 Gardella Avenue (APN 012-181-006), Oroville, which are not financially feasible for the City to cure the underlying first loan mortgage defaults and payoffs of the first mortgage loans. **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Authorize the non-foreclosure of City loan interest on properties located at 2732 Spencer Avenue and 750 Gardella, Avenue, Oroville.**

3. **INSTALLATION OF CABLE FOR CHRISTMAS DECORATIONS** – staff report

The Council may consider a request from the Oroville Downtown Business Association for the installation of a cable for Christmas decorations at Myers Street and Montgomery Street, by City staff. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the request from the Oroville Downtown Business Association for the installation of a cable for Christmas decorations at Myers Street and Montgomery Street, by City staff.**

4. **ANNUAL MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION** – staff report

The Council may consider an annual Memorandum of Understanding with the California Department of Forestry and Fire Protection (CalFire), in the amount of \$225.38 per day, for fire hazard mitigation work at various locations within the City of Oroville. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8293 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ANNUAL MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE HAZARD MITIGATION WORK AT VARIOUS LOCATIONS WITHIN THE CITY OF OROVILLE – (Agreement No. 3094).**

5. **ACCEPTANCE OF 2014 HOUSING RELATED PARKS PROGRAM GRANT** – staff report

The Council may consider accepting the 2014 Housing Related Parks Program Grant No. 14-HRPP-9240 and establishing the budget in the amount of \$316,700 for improvements to Oroville Municipal Auditorium.

(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)

Council Action Requested:

1. **Accept the 2014 Housing Related Parks Grant Agreement No. 14-HRRP-9240, in the amount of \$316,700, for improvements to the Oroville Municipal Auditorium.**
2. **Resolution No. 8294 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$316,700.**
3. **Approve Budget Adjustment No. 2014/15-1114-XX to establish a budget as indicated in the November 18, 2014 staff report.**

6. LEVEE CERTIFICATION INVESTIGATION – staff report

The Council may consider the use of discretionary funds to complete a Phase 2 levee investigation. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8295 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING HDR ENGINEERING TO PROCEED WITH A PHASE 2 LEVEE INVESTIGATION.**

7. COOPERATIVE WORK AGREEMENT WITH CALTRANS – staff report

The Council may consider a Cooperative Work Agreement with Caltrans for the Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8296 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATIVE WORK AGREEMENT WITH CALTRANS FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3095).**

8. AMENDMENT TO AGREEMENT WITH NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS – staff report

The Council may consider an amendment to the Agreement with the Northwest Society for the Prevention of Cruelty to Animals (NW SPCA) relating to Animal Control and Boarding Services. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution 8297 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY OF ANIMALS TO INCLUDE A 3% COST INCREASE FOR FISCAL YEARS 2014/2015 AND 2015/2016- (Agreement No. 2041-1).**

9. CONTRACT FOR SERVICES AGREEMENT WITH EVAN’S APPRAISAL SERVICES, INC. – staff report

The Council may consider a Contract for Services Agreement with Evan’s Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services relating to four City-owned/RDA-owned properties. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Ratify the City Administrator’s execution of the Contract for Services**

Agreement with Evan's Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services – (Agreement No. 3096).

PUBLIC HEARINGS

10. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME SUPPLEMENTAL APPLICATIONS – staff report

The Council will conduct a public hearing and discuss the submittal of Community Development Block Grant Program Income Supplemental Applications associated with Grant No. 12-CDBG-8405 and 14-CDBG-9893, and provide direction to staff to indicate the priority of the proposed activities to be submitted to the State for consideration. **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Provide direction to staff, as necessary.**

REGULAR BUSINESS

11. FEE WAIVER REQUEST BY CALVARY BAPTIST CHURCH YOUTH MINISTRIES FOR USE OF THE MUNICIPAL AUDITORIUM – staff report

The Council may consider an appeal of the staff level denial of a facility use fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested:

- 1. Deny the fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events; or**
- 2. Approve a maximum fee waiver of 50% of the pro-rated fees associated with the fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events.**

12. STORMWATER MANAGEMENT ORDINANCE – staff report

The Council will hear a presentation regarding a draft stormwater management ordinance and is asked to provide direction regarding adding Chapter 27 to the Oroville Municipal Code relating to Stormwater Management. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Provide direction to staff relating to the proposed draft stormwater management ordinance.**

13. REQUEST FROM A&M VAPES, INC. TO AMEND ORDINANCE NO. 1794 REGARDING ELECTRONIC CIGARETTES – staff report

The Council may consider a request from Aaron Andrus, President and CEO of A&M Vapes, Inc. to provide feedback on Mr. Andrus' presentation to the Council on October 17, 2014, requesting an amendment to Ordinance No. 1794 for the purpose of categorizing electronic cigarettes separate from the conventional cigarettes. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Provide direction to staff, if necessary.**

SUCCESSOR AGENCY – None

MAYOR/ COUNCIL REPORTS

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

- Orange Tree Apartments – Grand Opening
- Veterans Day Parade

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Housing Loan Advisory Committee Vacancy
- Park Commission Vacancy

CORRESPONDENCE

- Recology, received October 30, 2014
- Butte County Office of Education, received October 31, 2014
- Coldwell Banker Commercial, received November 4, 2014
- California Water Service Company, received November 4, 2014
- Mark A. Lundberg, Butte County Public Health Officer, received November 6, 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, Director of Public Safety and City Attorney to discuss labor negotiations for the following represented groups: Oroville Police Officers' Association, and Oroville Fire Fighters' 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 Public Safety.

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: Director of Community Development.
4. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – one case.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, December 2, 2014 at 5:00 p.m.

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

**CITY COUNCIL MEETING MINUTES
NOVEMBER 4, 2014 – 5:00 P.M.**

The agenda for the November 4, 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 on Thursday, October 30, 2014, at 1:41 p.m.

The November 4, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:04 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 La Grone, Director of Public Safety
Donald Rust, Director of Community Development
Rick Farley, EZ & Business Assistance Coordinator

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Allen Byers, Asst. Police Chief
Glenn Lazof, Interim Director of Finance

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Donald Rust, Director of Community Development.

PROCLAMATION / PRESENTATION

Robert Stresak, Executive Director of the Peace Officer Standards and Training Commission, presented Chief La Grone with an Executive Certificate for completion of Peace Officer Standards and Training.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Mike Phulps – Item No. 5
Don Dozier – Item No.6
Celia Hirschman – Item No. 7

John Turner – Item No. 6
Mike Hamilton – item No. 6

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 OCTOBER 21, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT** - staff report

The Council considered a Side Letter to the Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association - Sworn Unit, relating to Article 13.9 – Shift Schedule and Rotation. **(Randy Murphy, City Administrator and Liz Ehrenstrom, Human Resource Analyst II)**

Council Action Requested: **Adopt Resolution No. 8289 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT – (Agreement No. 1447-10).**

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 HEARINGS - None

REGULAR BUSINESS

3. **EMPLOYMENT AGREEMENT FOR FINANCE DIRECTOR POSITION** – staff report

The Council considered an Employment Agreement between the City of Oroville and Ruth Wright for the position of for the Finance Director. **(Randy Murphy, City Administrator)**

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

1. **Approve minor amendments to the Employment Agreement with Ruth Wright relating to benefits; and**
2. **Adopt Resolution No. 8290 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH WRIGHT FOR THE POSITION OF FINANCE DIRECTOR – (Agreement No. 3093).**

The motion 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

4. AMENDMENT TO STANDARD INTERAGENCY AGREEMENT WITH REGIONAL GOVERNMENT SERVICES – staff report

The Council considered an amendment to the Standard Interagency Agreement (Agreement) with Regional Government Services (RGS), in the amount of \$43,000 for transition support and finance project management services. **(Randy Murphy, City Administrator)**

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

Adopt Resolution No. 8291 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE STANDARD INTERAGENCY AGREEMENT WITH REGIONAL GOVERNMENT SERVICES, IN THE AMOUNT OF \$43,000 FOR TRANSITION SUPPORT AND FINANCE PROJECT MANAGEMENT SERVICES, AS NEEDED – (Agreement No. 3065-1).

The motion 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

5. 15TH ANNUAL ECONOMIC FORECAST CONFERENCE SPONSORSHIP – staff report

The Council considered sponsoring the 15th Annual Economic Forecast Conference. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

Mike Phulps, Metal Works, spoke in support of sponsoring the 15th Annual Economic Forecast Conference.

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

Approve a \$5,000 “Silver” level sponsorship in support of the 15th Annual Economic Forecast Conference to be held January 22, 2015.

The motion 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

6. ECONOMIC DEVELOPMENT INCENTIVES – OLD HICKORY SHEDS - staff report

The Council provided staff with direction regarding potential economic development incentives for Old Hickory Sheds. **(Randy Murphy, City Administrator)**

John Turner, CEO, and Mike Hamilton Franchise Owner of Old Hickory Sheds, spoke in support of a reduction in cost recovery fees and/or potential incentives relating to the permitting process for Old Hickory Sheds.

Don Dozier spoke in opposition to the Zoning Code requirements and permitting fees.

The Council directed staff to:

- 1. Amend the City's Zoning Code No. 26-16.130(c1) – Outdoor Display & Sales, relating to height restrictions; and**
- 2. Collect an Administrative Permit Fee in the amount of \$600 from Old Hickory Sheds; and**
- 3. IF NECESSARY, provide a short-term loan to be paid back via the tax increment realized by the sales of the products offered.**

7. FINAL FISCAL YEAR 2014/2015 BUDGET - staff report

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

(Note: This item required a minimum of a 5/7 vote in order to pass)

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

Adopt Resolution No. 8292 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FINAL FISCAL YEAR 2014/2015 BUDGET, AS SUBMITTED ON NOVEMBER 4, 2014.

The motion failed to pass due to the following vote:

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

Celia Hirschman made a statement in regards to the City's budget.

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

Adopt Resolution No. 8292 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FINAL FISCAL YEAR 2014/2015 BUDGET, AS SUBMITTED ON NOVEMBER 4, 2014, WITH THE EXCLUSION OF THE PROPOSED INCREASES TO THE COUNCIL/TREASURER STIPEND.

The motion was passed by the following vote:

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

SUCCESSOR AGENCY

8. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC – staff report

The Commission considered an amendment to the Professional Services Agreement with Rosenow Spevacek Group, Inc., for an amount not to exceed \$15,000, for technical services relating to the implementation of AB1x 26 and AB 1484. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

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

Adopt Resolution No. 14-06 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$15000, TO PROVIDE TECHNICAL SERVICES FOR IMPLEMENTATING AB1X 26 AND AB 1484 – (Agreement No. 12-01-02).

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

MAYOR/ COUNCIL REPORTS - None

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report

Donald Rust, Director of Community Development, reported that a public hearing would be held by Butte Local Agency Formation Commission (LAFCo) on Thursday, November 6, 2014 relating to the City's Sphere of Influence.

In addition, Mr. Rust also reported that the Orange Tree Apartments had been issued a Certificate of Occupancy, with 31 units filled and an additional 18 units to be filled in the near future. A Grand Opening will be held on Monday, November 17, 2014.

City Administrator, Randy Murphy, advised the Council of the 2015 Employee Recognition Luncheon, to be held on Friday, December 5, 2014. The Council confirmed the closing of City Hall between the hours of 11:30 am – 1:30 pm in observance of the event.

CORRESPONDENCE

- Downtown Oroville Riverfront District, received October 17, 2014
- Freda Flint, received October 22, 2014
- California Health Collaborative, received October 23, 2014
- American Lung Association, received October 30, 2014

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

Breck Wright, Police Officer, announced the 2015 “Shop with a Cop” Program, to be held on Wednesday, December 10, 2014. The Program aspires to offer approximately 100 local economically disadvantaged students an opportunity to shop for themselves and family member for the holiday season. Donations may be provided to the Oroville Police Officers’ Association.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Police Officers’ Association and Oroville Fire Fighters’ Association.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Finance.
3. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Assistant City Administrator.
4. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, Director of Community Development, and City Attorney relating to existing litigation: Americanwest Bank v. Oroville Economic and Community Development Corp., et al., Butte County Superior Court, Case No. 161808.
5. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – two cases.

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 8:11 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, November 18, 2014, at 5:00 p.m.

Randy Murphy, City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL

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

**RE: NON-FORECLOSURE OF CITY INTEREST ON PROPERTIES
LOCATED AT 2732 SPENCER AVENUE AND 750 GARDELLA
AVENUE**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider the non-foreclosure of City interest on properties located at 2732 Spencer Avenue (APN 013-212-020) and 750 Gardella Avenue (APN 012-181-006) Oroville, which are not financially feasible for the City to cure the underlying first loan mortgage defaults and payoff of the first mortgage loans.

DISCUSSION

Staff is seeking authorization from the Council not to take action by initiating foreclosure on these properties where the borrowers obtained a loan through the City of Oroville First Time Home Buyer Program. Due to the fact that there is considerably more owed on these properties than the current market value, it would be better for staff not to pursue curing the defaults. The following are the properties for which staff is presenting for Council consideration:

PROPERTY DESCRIPTION	AMOUNT DUE TO PRIMARY LENDER (includes reinstatement)	AMOUNT OF CITY LOAN	VALUE BASED ON COMPARABLES
Craig & Pam Braga 2732 Spencer Avenue	\$116,891	\$88,965	\$105,000
Blas Reynoso 750 Gardella Avenue	\$114,792	\$78,750	\$97,500

FISCAL IMPACT

There is no General Fund Impact. City Housing programs will not receive loan principal amounts and interest accrued regardless of whether foreclosure is pursued by the City, since the value of these properties is less than the amount owed.

RECOMMENDATION

Authorize the non-foreclosure of City loan interest on the properties located at 2732 Spencer Avenue and 750 Gardella Avenue, Oroville.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

RE: INSTALLATION OF CABLE FOR CHRISTMAS DECORATIONS

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider a request from the Oroville Downtown Business Association (ODBA) for the installation of a cable for Christmas decorations at Myers and Montgomery Street, by City staff.

DISCUSSION

The ODBA has requested to collaborate with the City, Oroville Eagles and the owner of the building at the southwest corner of Montgomery Street and Myers Street to install a cable for Christmas decorations, banners, etc. at Myers and Montgomery Street by City staff. Letters of authorization will be required from both property owners. The ODBA has indicated that they are willing to cover the cost of the cable. City would install the cable and cover the cost of labor.

FISCAL IMPACT

Cost of staff time for installation of the cable will be under \$300.

RECOMMENDATIONS

Approve the request from the Oroville Downtown Business Association for the installation of a cable for Christmas decorations at Myers and Montgomery Street, by City staff.

ATTACHMENTS

Letter of Permission from the Oroville Eagles

FRATERNAL ORDER OF EAGLES



OROVILLE AERIE No. 196

P. O. Box 306
OROVILLE, CALIFORNIA 95965

(530) 533-0156

FAX (530) 533-0501

aerie196@sbcglobal.net

www.196.foe.com

November 6, 2014

Oroville Downtown Business Association,

At our meeting of November 6, 2014, the Board of Trustees of Oroville Aerie 196, Fraternal Order of Eagles approved your request to use our building to attach a cable for Christmas decorations, banners, etc. This approval comes with the following conditions:

1. All costs of this project will be the responsibility of the Oroville Downtown Business Association
2. Aerie 196 will have the ability to use the cable to advertise events, as long as they are not in conflict with any other event
3. When feasible, the City of Oroville will assist Aerie 196 attaching a banner on said cable

We look forward to working with you to see this project completed. This is a win/win/win situation for the ODBA, the City of Oroville and Aerie 196. Please do not hesitate to contact us in the future for any assistance we may be able to provide.

Fraternally,

Jeffrey M Hawkins, Secretary
Oroville Aerie 196, Fraternal Order of Eagles
Board of Trustees

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

**RE: ANNUAL MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider an annual Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CalFire), in the amount of \$225.38 per day, for fire hazard mitigation work at various locations within the City of Oroville.

DISCUSSION

The City is required to provide weed abatement services at various City owned properties. This service is part of fire hazard mitigation. These locations include the airport, various drainage basins, ditches and other properties approved by the Council for the Public Works Department to maintain.

The City does not have the human resources to perform this task, and has historically requested Cal-Fire for assistance at a cost of \$225.38 per day.

FISCAL IMPACT

There is adequate funding in the Streets Budget.

RECOMMENDATIONS

Adopt Resolution No. 8293 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ANNUAL MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE HAZARD MITIGATION WORK AT VARIOUS LOCATIONS WITH THE CITY OF OROVILLE – (Agreement No. 3094).

ATTACHMENTS

Resolution No. 8293
Agreement No. 3094

**CITY OF OROVILLE
RESOLUTION NO. 8293**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ANNUAL MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE HAZARD MITIGATION WORK AT VARIOUS LOCATIONS WITH THE CITY OF OROVILLE

(Agreement No. 3094)

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an annual Memorandum of Understanding with the California Department of Forestry and Fire Protection (CalFire), for fire hazard mitigation work at various locations throughout the City of Oroville. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 18, 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

CAL FIRE USE ONLY	PROJECT NAME
	DATE
	FC-79 CODING

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME CAL FIRE VALLEY VIEW CAMP	
	ADDRESS P.O. BOX 27	
	CITY, STATE ELK CREEK, CA 95939	
	PHONE 530-968-5355	FAX 530-968-5339

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW			
INITIAL INSPECTION			
SECURITY FORM PREPARED			
SUPERVISION LEVEL	1	2	3
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY		
SPONSORING AGENCY	NAME CITY OF OROVILLE	
	ADDRESS 1735 MONTGOMERY STREET	
	CITY, STATE OROVILLE, CA 95965	
	PHONE 530-538-2433	
	FAX 530-538-2426	
	PAGER N/A	
	COMMENTS: WADE ATTEBERRY, PUBLIC WORKS SUPERVISOR	
	530-538-2492 – Office 530-693-0396 – Cell atteberrywg@cityoforoville.org – email	

CAL FIRE USE ONLY	CAL FIRE-CHECKLIST		
	INITIAL INSPECTION		
	PROJECT NUMBER		
	IIPP-2 JOB HAZARD ANALYSIS		
	IIPP-3 CODE OF SAFE PRACTICES		
	IIPP-4 JOB SAFETY SURVEY		
	IIPP-6 EMPLOYEE TRAINING		
	CEQA/NEPA COMPLETED		
	FC-31 ATTACHED AND SIGNED		
	SLASH & PILE BURNING PROCEDURES		

PROPERTY OWNER

PRIVATE PROPERTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NON PROFIT ORGANIZATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	FORM CAL FIRE 719 <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY OWNER City of Oroville		
ADDRESS Various locations within the City of Oroville		
CITY/STATE/ZIP Oroville, CA 95965	PHONE 530-693-0396	
DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary) Reduction of fire hazard through removal of vegetation by weed abatement and ditch clearance at various locations within the City of Oroville.		

PERIOD WORK CAN BE PERFORMED November 20, 2014 to June 30, 2014		ESTIMATED CREW DAYS 35
REQUESTED START DATE November 18, 2014	REQUESTED FINISH DATE	
PLANS ATTACHED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

PROJECT NAME Weed abatement and fire hazard reduction	SPONSOR'S PRIORITY Downtown Levee and other areas
PROJECT LOCATION Various locations within the City of Oroville	
GPS COORDINATES	

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

PROJECT SLASH & PILE BURNING PROCEDURES

YES NO Predicted Fire Weather Watches or Warnings
 YES NO Hazard Reduction Pile Burning Checklist (8100)
 YES NO Sponsor has a valid burn permit on site.
 YES NO All slash & piles will be consumed or extinguished prior to crew leaving project site.
 YES NO Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.
 YES NO Notification to agency with fire suppression responsibility for the project burn site.

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES		
	SPECIAL TOOLS		
	VEHICLE OPERATIONS		
	TECHNICAL SUPERVISION AND LABOR		
	OTHER (DESCRIBE)		

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY			
	Total \$200/day (plus current F/Y administrative fee)	\$ 25.38	\$ 225.38

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF	DATE
	CDCR CAMP COMMANDER	DATE
	UNIT CHIEF	DATE

Sponsors Signature	
NAME (PRINT) Linda L. Dahlmeier	
SIGNATURE	DATE 11.18.14
TITLE MAYOR	

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ACCEPTANCE OF 2014 HOUSING RELATED PARKS
PROGRAM GRANT AND ESTABLISH BUDGET**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider accepting the 2014 Housing Related Parks Program (HRPP) Grant No. 14-HRPP-9240 and establishing the budget in the amount of \$316,700 for improvements to Oroville Municipal Auditorium.

DISCUSSION

On January 22, 2014, staff submitted an application for and subsequently was awarded Housing Related Parks Program grant funds from the Department of Housing and Community Development that rewards local governments that approve housing for lower-income households and are in compliance with State Housing Element Law with grant funds to create or rehabilitate parks.

The Program funds eligible jurisdictions on a per-bedroom basis for each residential unit affordable to very low- and low-income households permitted during the Designated Program Year (DPY). The City of Oroville had two such properties (Hillview Ridge II and Orange Tree Senior Apartments) that qualified the City of Oroville for a total of \$316,700 in grant funds for improvements to the Oroville Municipal Auditorium. Improvements include upgrades to the kitchen to make it Code compliant and commercial grade, upgrading or replacing the heating and air conditioning units and upgrading the electrical as it pertains to the heating and air conditioning units and kitchen upgrades. Other Code related items that are deemed necessary will be included.

A new resolution is needed because the previous template that was provided by the Department of Housing and Community Development did not include the grant amount.

FISCAL IMPACT

HRPP funds equaling \$316,700 are available through Federal Grant revenues. The Council will need to approve Budget Adjustment No. 2014/15-1114-XX establishing a budget as follows:

Increase Revenue:

140- 4490 Federal (HRPP) Grant	\$316,700
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Increase Expenses:

140 -7000-8900 Outside Services	\$ 15,000
140 -8100-8900 Improvement of Buildings	\$289,000
140- 9010-8900 Dir. Lbr. Allocation	\$ 12,700

Increase Interfund Transfers: 001-4959-5005

TOTAL	\$316,700
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RECOMMENDATION

1. Accept the 2014 Housing Related Parks Grant Agreement No. 14-HRRP-9240, in the amount of \$316,700 for improvements to the Oroville Municipal Auditorium.
2. Adopt Resolution No. 8294 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$316,700.
3. Approve Budget Adjustment No. 2014/15-1114-XX to establish a budget as indicated in the fiscal impact of this staff report, dated November 18, 2014.

ATTACHMENT(S)

Resolution No. 8294
HRPP Contract No. 14-HRPP-9240

**CITY OF OROVILLE
RESOLUTION NO. 8294**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$316,700

WHEREAS by the City Council of the City of Oroville as follows:

A. The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated October 2, 2013, under its Housing-Related Parks (HRP) Program.

B. By Resolution No. 8174 City of Oroville was authorized to apply for a HRP Program grant and submitted the 2013 Designated Program Year Application package release by the Department for the HRP Program.

C. The Department is authorized to approve funding allocation for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package and Standard Agreement.

D. The Department awarded the City of Oroville a HRP Program Grant in the amount of \$316,700.

THEREFORE, BE IT HEREBY RESOLVED THAT:

1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$316,700, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in **Exhibit A** of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. That the *Mayor* or *City Administrator* are authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 18, 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

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



OCT 17 2014

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

Dear Mr. Murphy:

**Re: Housing-Related Parks Program
Contract No. 14-HRPP-9240**

Attached is an electronic copy of the State's Housing-Related Parks (HRP) Program Standard Agreement which includes the following:

- Standard Agreement (Std. 213)
- Exhibit A – Authority, Purpose, and Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – State of California General Terms and Conditions (Incorporated by reference)
- Exhibit D – HRP Program General Terms and Conditions
- Exhibit E – HRP Program Special Terms and Conditions

To ensure efficient processing of the Standard Agreement, please do the following:

1. Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisors;
2. Print five (5) copies of the Standard Agreement, Std. 213 cover page.
3. Ensure all copies of the Standard Agreement are signed by the appropriate authorized official as designated in the resolution. Please be sure to include the printed name, title and date signed. If a signed resolution was not submitted with the HRP Program Application, please return a certified copy of the resolution along with the signed Standard Agreement copies.
4. Return the five (5) copies of the Standard Agreement along with a certified copy of the resolution, if needed; no later than 30 days from the date of this letter to:

Department of Housing and Community Development
Business and Contract Services Branch
P.O. Box 952050
Sacramento, CA 94252-2050

Standard Agreements not returned within the required 30-day period may be subject to cancellation by the Department.

Maintain the electronic version of the Standard Agreement (Std. 213 and Exhibits A through D) in your pending file. Upon receipt of the five (5) original, signed Standard Agreement cover pages, HCD will complete the approval process and send you an electronic copy of the completed, fully executed, original Standard Agreement along with an originally signed copy sent by U.S. Mail.

Please contact Fidel Herrera, your HRP Program representative, at fidel.herrera@hcd.ca.gov or (916) 263-7441 if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

A handwritten signature in black ink that reads "Jennifer P. Seeger". The signature is written in a cursive style with a large, looped initial "J".

Jennifer P. Seeger
HRP Program Manager

cc: Amy Bergstrand, Management Analyst III

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

14-HRPP-9240

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Oroville

2. The term of this

Agreement is:

Upon HCD Approval through 09/30/2016

3. The maximum amount of this

Agreement is:

\$316,700.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

City of Oroville

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1735 Montgomery Street, Oroville, CA 95965

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Parr, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

**California Department of
General Service
Use Only**

Exempt per: SCM 4.04.A.3 (DGS
Memo dated 6/12/81)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. **Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. **Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. **Scope of Work**

Improvements to Oroville Municipal Auditorium including the kitchen and heating and air conditioning units.

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. Grant Amount

The total amount of this Grant is \$ 316,700.00.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 95250
Sacramento, California 94252-2050
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.

**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: LEVEE CERTIFICATION INVESTIGATION

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider the use of discretionary funds to complete a Phase 2 levee investigation.

DISCUSSION

Starting in 2007, and in response to the levee failures that occurred from Hurricane Katrina, the Federal Emergency Management Agency (FEMA) implement requirements nationwide requiring owners of levees to provide proof of certification as defined in Chapter 44, Section 65.2 of the Code of Federal Regulations. Certification involves the completion of a rigorous engineering study to establish the structural stability of the levee during 100-year storm events. In 2008, staff applied to the Department of Water Resources (DWR) for a grant under the Local Levee Assistance Program to conduct a levee investigation. The City's grant application was approved for \$318,820, and a grant agreement was executed with DWR in August 2011.

Prior to submitting the grant application, staff had submitted a Request for Proposals (RFP) to qualified engineering firms to complete the certification investigation. Based on the RFP process, on June 21, 2011 the Council approved a Professional Services Agreement (PSA) with HDR Engineering in the amount of \$466,660 to complete the investigation. The investigation consisted of the drilling of test borings through the levee, and the completion of hydraulic, erosion and scouring modeling to assess levee performance during a 100 year storm event. A final report received from HDR concluded that a second phase of investigation was warranted to further define the extent of scouring and erosion deficiencies.

The purpose of a Phase 2 investigation would be to fill technical "data gaps" and allow for final data collection regarding the true extents of slope stability and erosion deficiencies, and establish what the remedial costs for levee certification may be. It is extremely important for the City to know what levee remedial work may be required to

CC-b

obtain levee certification status and at what approximate cost. Without the completion of the Phase 2 levee investigation:

- The City cannot achieve levee certification, either with or without required remedial work.
- The City would not be able to apply for grants designed to provide levee owners with remedial repair funding.

Without future certification, the levee will be de-certified sometime in the future resulting in a mapping of a special flood hazard area on the landward side of the levee. The mapping assumes that the levee does not exist. This mapping will result in approximately 970 acres representing 702 parcels being designated within a new 100-year flood boundary. As a result, property owners with federally backed mortgages will be faced with new flood insurance requirements.

The financial status of this project is summarized as follows:

Project PSA Status (HDR)

Agreement Amount:	\$466,660
Spent to Date:	\$288,129
Agreement Balance:	\$178,531

Grant Status (DWR)

Grant Amount:	\$318,820
Grant Reimbursements:	\$244,820
Grant Balance:	\$74,000

The cost for HDR to complete the Phase 2 investigation is \$169,671. The unreimbursed cost to the City would be \$95,671. Because the grant agreement term with DWR has expired, a grant time extension is necessary to preserve the remaining grant funds. In order for DWR to issue a grant extension, DWR has requested a resolution authorizing HDR to proceed with the Phase 2 investigation.

Staff recommends that the Council authorize HDR to proceed with the Phase 2 levee investigation. An amendment to the HDR's Professional Services Agreement is not required because the approved agreement cost has not been exceeded and the work to be completed for Phase 2 is the same type of work completed for Phase 1.

FISCAL IMPACT

None: The unexpended portion of the purchase order was included in the Purchase Order Budget Carryover adjustments from last fiscal year. The unexpended balance is adequate to support the completion of Phase II.

RECOMMENDATION

Adopt Resolution No. 8295 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING HDR ENGINEERING TO PROCEED WITH A PHASE 2 LEVEE INVESTIGATION.

ATTACHMENT(S)

Resolution No. 8295

**CITY OF OROVILLE
RESOLUTION NO. 8295**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING HDR ENGINEERING TO PROCEED WITH A PHASE 2 LEVEE INVESTIGATION

WHEREAS, the City of Oroville previously authorized HDR Engineering (HDR) to complete a Phase 1 levee investigation which has been completed, and

WHEREAS, there is \$74,000 in remaining Local Levee Assistance Program grant funds administered by the Department of Water Resources available to complete a Phase 2 levee investigation as a necessary follow-up to the completed Phase 1 investigation, and

WHEREAS, the cost for HDR to complete the Phase 2 levee investigation is \$169,671 which falls within the Purchase Order and agreement with HDR, and

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

1. HDR Engineering is authorized to proceed with a Phase 2 levee investigation in accordance with HDR's scope of work and budget document dated November 11, 201.
2. The City Clerk shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 18, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

**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: COOPERATIVE WORK AGREEMENT WITH CALTRANS

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider a Cooperative Work Agreement with Caltrans for the Table Mountain Boulevard Roundabout Project.

DISCUSSION

When a local agency has not completely expended (liquidated) an encumbrance received through federal and/or state budget authority prior to the date when the funding is programmed to lapse, the agency may apply for a one-time Cooperative Work Agreement (CWA) to extend the time frame that the funding is eligible for reimbursement. This must be done prior to the deadline set by the State Department of Finance (DOF). If local agencies do not apply for a CWA, they are then responsible for submitting their remaining invoices on time or using their own funds to cover the remaining costs once the funds have lapsed.

Currently, funding for the preliminary engineering (PE) phase for the Table Mountain Boulevard Roundabout Project (Project) is scheduled to lapse on December 31, 2014. The completion of the design work on this project can be completed by this deadline therefore; under normal circumstances the City would not need a time extension. However, because the City is currently under budget for both the PE and right-of-way (ROW) phases, there will be a remaining funds balance that will go away without a CWA. Staff has elected to request a CWA in order to be able to transfer the remaining PE and ROW funds (estimated at \$50,000) to the construction phase for the Project.

FISCAL IMPACT

No impact to the General Fund. Approval of the CWA will allow for the transfer of approximately \$50,000 in unused PE and ROW funds to the project construction phase. Staff will bring this back for the necessary budget adjustments following completion of PE and ROW phases.

RECOMMENDATION

Adopt Resolution No. 8296 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN A COOPERATIVE WORK AGREEMENT FOR THE TABLE MOUNTAIN ROUNDABOUT PROJECT – (Agreement NO. 3095).

ATTACHMENT(S)

Resolution No. 8296
Agreement No. 3095

**CITY OF OROVILLE
RESOLUTION NO. 8296**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO SIGN A COOPERATIVE WORK AGREEMENT FOR
THE TABLE MOUNTAIN ROUNDABOUT PROJECT**

(Agreement No. 3095)

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

1. The Mayor is hereby authorized and directed to sign a Cooperative Work Agreement (CWA) for the Table Mountain Roundabout Project. A copy of the CWA 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 November 18, 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

2009-10 District 3 Projects Lapsing on June 30, 2015

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
District	Agency	Work Performed and Location	Federal Project #	Project Code	Phase Code	Fund Description	Encumbrance Amount	Reimbursed	Unliquidated Balance	TUF Lapse Date	Requesting CWA (Yes/No)?	Delay Code	Reason for Delay	Obstacles to Future Completion	Consequences if CWA is not approved	Date Funding will be liquidated if CWA approved	Contact Name, Number, and E-mail
03	Oroville	Road Reconstruction a Roundabout at Table Mountain Blvd and Nelson and Cherokee Rds.	CML-5142(032)	0300020338	5	Federal Lump Sum - 0890	\$ 223,000	\$ 188,884	\$ 34,116	N/A	Yes	2	The City has been delayed with ROW acquisition, which has delayed the close out of the PE phase. The City is requesting a CWA in order to extend the PE phase and provide an opportunity to transfer unexpended PE and ROW funds to the CON phase.	With an approved CWA there should be no obstacles for future completion.	Available funding may be removed.	Assumed at 2 years.	Rick Walls (wallsr@cityoforoville.org)

Signature of Approving Agency's Board or Council: _____

Print Name: Linda L. Dahlmeier, Mayor

Date: November 18, 2014

**CITY OF OROVILLE
STAFF REPORT**

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

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: AMENDMENT TO AGREEMENT WITH NORTHWEST SOCIETY FOR
THE PREVENTION OF CRUELTY TO ANIMALS**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider an amendment to the Agreement with the Northwest Society for the Prevention of Cruelty to Animals (NW SPCA) relating to Animal Control and Boarding Services.

DISCUSSION

During the budgeting process for Fiscal Year 2013/14, staff was given the direction to approach the NW SPCA to discuss the possibility of restructuring their Agreement for Animal Control Services for the City of Oroville.

The current Agreement has a three year term starting in December 2011 through June 2014. There is a possibility, if mutually agreeable, to extend the Agreement in one year extensions twice. The NW SPCA is compensated \$263,227 per year for Animal Control and Boarding Services.

The Agreement contains the following provisions:

1. The City provides NW SPCA with 345 gallons of fuel per month
2. 2% cost escalator per year
3. After hours call-out pay not to exceed \$6,300 per year
4. NW SPCA credits the City (\$19,329) per year for fees collected by NW SPCA

In fiscal year 2013/2014 the NW SPCA agreed to forgo the 2% increase built into the current Agreement. The NW SPCA recognized the financial distress the City was suffering and agreed to help.

The City of Oroville recognizes the importance of animal control and does not wish to overburden this non-profit organization. The City of Oroville, having recovered to a degree financially, is now capable of providing the NW SPCA with a 3% raise for fiscal year 2014/15 and 2015/16. These raises will allow the City to fulfill its contractual obligation with the NW SPCA.

CC-8

FISCAL IMPACT

The funding for this amendment is included in the 2014/2015 City of Oroville Budget which was approved by City Council on November 4, 2014.

RECOMMENDATION

Adopt Resolution 8297 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY OF ANIMALS TO INCLUDE A 3% COST INCREASE FOR FISCAL YEARS 2014/2015 AND 2015/2016- (Agreement No. 2041-1).

ATTACHMENTS

Resolution No. 8297
Agreement No. 2041-1

**CITY OF OROVILLE
RESOLUTION NO. 8297**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE
NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

(Agreement No. 2041-1)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Agreement with the Northwest Society for the Prevention of Cruelty to Animals as attached hereto as Attachment A; and
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 18, 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

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

This First Amendment dated November 18, 2014, is to the Agreement No. 2041 between the **City of ("City")** and the **Northwest Society for the Prevention of Cruelty to Animals ("Consultant")**.

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2041 shall be amended as follows:

1. Consultant previously agreed to waive its 2% increase in cost for fiscal year 2013/14.
2. City shall pay the Consultant an additional 3% annually for the duration of this contract, as part of this Amendment.
3. The 3% annually for the duration of the contract is authorized by this First Amendment shall be used only to pay the Consultant for animal control services in the City of Oroville.
4. Conflicts between the Agreement and this First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 2041 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the date first written above.

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CITY OF OROVILLE

**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS**

By: _____
Linda L. Dahlmeier, Chairperson

By: _____

Title: _____

Business License# _____

Tax ID No.: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Randy Murphy, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of December 6, 2011 by and between the **City of Oroville** ("City") and the **Northwest Society for the Prevention of Cruelty to Animals, Inc.** ("SPCA").

RECITALS

- A. The SPCA is specially trained, experienced and competent to provide animal control services and boarding as required by this Agreement.
- B. The SPCA possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. The SPCA has provided animal control services and boarding for the City of Oroville since at least 1990. The prior agreement between the SPCA and the City expired on June 30, 2009 and the SPCA has continued to perform animal control services and boarding on behalf of the City.
- D. This Agreement is intended to compensate the SPCA for services rendered since the expiration of the prior agreement, as well as to contract for continued professional services.
- E. City desires to retain the SPCA to render the professional services as set forth in this Agreement.

AGREEMENT

1. Effective Date, Term and Waiver. This agreement shall be effective July 1, 2011 and shall expire on June 30, 2014. The Agreement shall automatically extend for two 1-year periods, unless either party notifies the other party in writing at least 30 days prior to the end of the Agreement. The City and

SPCA agree to waive any claims and/or remedies related to the previous agreements between the parties.

2. Scope of Services. The SPCA shall furnish the animal control services and boarding services in a professional manner. SPCA shall perform the scope of services described in this Agreement and in Exhibit "A" which is attached hereto and incorporated herein by reference.
3. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until completion.
4. Compensation. The City shall pay \$39,527 to SPCA upon execution of this Agreement in satisfaction of any and all claims by SPCA related to services rendered prior to the execution of this Agreement. Compensation to be paid to SPCA shall be \$257,902 per year, which shall be paid in monthly installments. In addition, SPCA shall be able to utilize up to 345 gallons per month from the City's corporate yard fueling services for use in the SPCA owned vehicles. City shall provide a fuel credit for July, August, September, October, and November 2011 to SPCA. In the event SPCA utilizes more fuel than its monthly allotment, it shall pay the City the market rate applicable at the time of fuel purchase. In the event SPCA utilizes less fuel than its monthly allotment, the unused portion shall rollover to the following month. All credits for unused fuel from fiscal year 2011-2012 shall rollover into fiscal year 2012-2013. No annual fuel allotment shall rollover after fiscal year 2012-2013. Further, SPCA shall credit the City \$19,329 per year for anticipated revenue related to licensing, redemption and enforcement services. Such credit shall be deducted from the City's payments to the SPCA in equal monthly installments. Payment by City under this Agreement shall not be deemed a waiver of defects in SPCA's services, even if such defects were known to the City at the time of payment.

5. Inflation and Other SPCA Agreements. All amounts of compensation and/or credit contained in this Agreement, with the exception of the fuel credit, shall be adjusted for inflation by 2% per year beginning with the 2012-2013 fiscal year. If SPCA offers its services to any other entity or public agency for a rate lower than that which is contained in this Agreement, the City shall be entitled to receive the same rate as that entity or public agency.
6. Method of Payment. The City shall automatically pay SPCA each month, in advance, for all compensation, except for Call Out services. SPCA shall submit monthly billing to City describing the Call Out work performed during the preceding month. City shall pay SPCA no later than 30 days after approval of the monthly Call Out invoice by City staff.
7. Supervision. SPCA shall serve under the direction, supervision and control of the Oroville Chief of Police. All work performed pursuant to this Agreement will be in coordination and cooperation with the Oroville Police Department and/or other City Departments, as applicable.
8. Extra Work, and Annexation. At any time during the term of this Agreement, City may request that SPCA perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of SPCA's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. SPCA shall not perform, nor be compensated for, Extra Work without prior written authorization from City. In the event an annexation or compliance with any federal, state or local statute, ordinance or regulation results in significant changes in the City's or SPCA's operating costs, the parties agree to renegotiate this Agreement so the increased or decreased compensation shall reflect such a change.

9. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, SPCA shall be entitled to compensation for services properly performed up to the effective date of termination.
10. Ownership of Documents. All plans, studies, documents, and other writings, if any, prepared by and for SPCA, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to SPCA for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to SPCA or to any other party. SPCA shall, at SPCA's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
11. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to SPCA in connection with the performance of the Agreement shall be held confidential by SPCA. Such materials shall not, without the prior written consent of City, be used by SPCA for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to SPCA which is otherwise known to SPCA or is generally known, or has become known, to the related industry shall be deemed confidential. SPCA shall not use City's name or insignia, photographs relating to project for which SPCA's services are rendered, or any public City pertaining to the SPCA's services under this

Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.

12. SPCA's Books and Records

- a. SPCA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to SPCA to this Agreement.
- b. SPCA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. SPCA shall provide annually to City its statistics for services performed and fees charged for incorporation into the City's annual adoption of fee structures.
- d. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at SPCA's address indicated for receipt of notices in this Agreement.
- e. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of

SPCA's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

13. Independent Contractor. It is understood that SPCA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. SPCA shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and SPCA hereby expressly waives any claim it may have to any such rights.
14. Professional Ability of SPCA. City has relied upon the professional training and ability of SPCA to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by SPCA under this Agreement shall be performed in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in SPCA's field of expertise.
15. Compliance with Laws. SPCA shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
16. Licenses. SPCA represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of SPCA to practice its profession. SPCA represents and warrants to City that SPCA shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
17. Indemnity. SPCA agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability,

direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

18. Insurance Requirements. SPCA, at SPCA's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

19. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **G. Harold Duffey**
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

If to SPCA: **Mitch Brown**
 Northwest SPCA, Inc.
 2787 South 5th Ave.
 Oroville, CA 95965

20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and SPCA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21. Amendments. This Agreement may be modified or amended only by a written document executed by both SPCA and City and approved as to form by the City Attorney.

22. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of SPCA. Assignments of any or all rights, duties, or obligations of the SPCA under this Agreement will be permitted only with the express prior written consent of the City. SPCA shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, SPCA shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor not shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. Execution. This Agreement may be executed in counterparts, in duplicate originals, and/or facsimile or electronically transmitted signatures. If executed in counterparts, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy. If signatures are transmitted by facsimile or electronically, each facsimile or electronically transmitted signature shall be valid as an original signature. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. Authority to Enter Agreement. SPCA has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
30. Prohibited Interests. SPCA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for SPCA, to solicit or secure this Agreement. Further, SPCA

warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for SPCA, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Equal Opportunity Employment. SPCA represents that is and equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

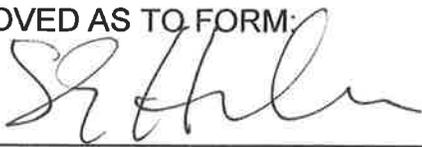
**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, INC.**

By: 
Linda Dahlmeier, Mayor

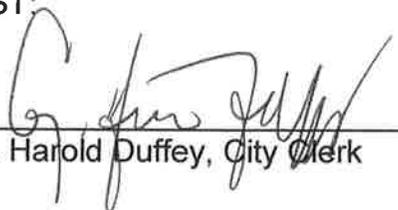
By: 
Mitch Brown

Title: President

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

ATTEST:

By: 
G. Harold Duffey, City Clerk

Attachments: Exhibit A – Scope of Services
 Exhibit B – Insurance Requirements

EXHIBIT A SCOPE OF SERVICES

The SPCA shall provide animal control services and boarding services to the City as outlined below:

1. Shelter Services

- A. Location. SPCA shall use the City Animal Shelter, located at 2787 South 5th Avenue, for the impoundment of all animals whether they be strays or otherwise turned over to SPCA by residents of the incorporated area of the Oroville of City. Impound facilities for large or exotic animals need not be located at this location, but shall be located within the County of Butte and shall be capable of ensuring the impoundment of such animals.
- B. Hours. SPCA shall maintain shelter open to the public at a minimum Monday through Friday, 8:00 a.m. to 4:30 p.m. and Saturdays from noon to 3:00 p.m. (closed Sundays and holidays).
- C. Animals at large. SPCA shall hold animals impounded while running at large for the period of time specified in Code of the City of Oroville, provided that the designated holding period shall not be less than provided by State law, and SPCA reserves the right to humanely euthanize any impounded sick or injured animal upon the recommendation of a veterinarian. In addition, SPCA agrees to provide pick-up and lawful disposal services for dead animals.
- D. Quarantined Animals. SPCA agrees, under the direction and in accordance with procedures established by the County Health Director, to carry out the provisions of Sections 121575-121710 (Rabies Control) of the Health and Safety Code of the State of California, and Sections 2606-2606.8 of Title XVII Administrative Code of the State of California and amendments to said Code, insofar as they pertain to the City of Oroville where SPCA provides animal control services.
- E. Biting. SPCA agrees to be responsible for investigating reports of biting animals and to report biting incidents to the County Health Officer and to take steps to quarantine and impound biting animals for observation in accordance with instructions by the County Health Officer.
- F. Veterinary Services. SPCA may convey all injured domestic animals found without their owners to a veterinarian for proper care and whenever injured, impounded or quarantined domestic animals may need emergency treatment. SPCA also agrees to pay for all veterinarian costs incurred in connection with the examination or treatment of sick or injured animals, including any euthanasia performed by a veterinarian following an examination of a sick or injured animal.

- G. Redemption fees and penalties. SPCA shall charge owners redeeming impounded animals such fees and penalties as may be established by Resolution of the City Council in accordance with the City's Animal Control Ordinance. SPCA shall retain all such fees. SPCA shall report to the Finance Director of City amount of fees collected at the end of the fiscal year.
- H. Euthanasia and Disposal. All euthanasia shall be performed in a manner approved by both the American Humane Association and the American Veterinary Medical Association. SPCA shall also be responsible for the lawful disposal of all dead carcasses resulting from the performance of its duties under this Agreement.

2. Patrol Services

- A. Level of Services. The level of City patrol services required of SPCA shall be a random forty (40) hours per week. If necessary, the Chief of Police shall have the authority to adjust the schedule of the SPCA to meet specific needs within the City. SPCA agrees to furnish 2 motor vehicles with compartmental cages for the separation and humane treatment of animals, and other equipment necessary for the capture and transportation of cats, dogs, livestock and other animals. All patrol vehicles shall be conspicuously marked and identified.
- B. Stand By Availability. SPCA shall be available at all times for any emergency call-outs which are defined as response to injured, sick or aggressive animals or assistance required by the Oroville Police and/or Fire Department. In addition to the compensation outlined in the Agreement, the City shall compensate SPCA \$695 per month (approximately \$1.25 per hour multiplied by 128 hours per week) for Stand By Availability during hours that the SPCA is not open. In addition, if called out by the Oroville Police Department to respond to an injured, sick or aggressive animal, the City shall compensate SPCA at 1.5 times the hourly rate of the SPCA employee called out multiplied by the actual response time. In no event shall the City pay more than \$21.00 per hour for Call Out services. SPCA shall charge a minimum of 2 hours for each Call Out service. In no event shall the annual Call Out expenses exceed 300 hours. For fiscal year 2011-2012 only, the Stand By expenses shall be \$6,240.

3. Dog Licensing Services

- A. Licensing. SPCA shall be responsible for the licensing of all dogs belonging to residents of the City. SPCA shall provide dog-licensing tags and shall also provide for the sale of licenses. SPCA shall charge and collect from the owners of dogs a licensing fee pursuant to Resolution of the City of Oroville. All licensing fees shall become the property of SPCA. SPCA shall report to the Finance Director of City the number of licenses

issued and the amount of revenues collected from the licensing of dogs within the City at the end of the fiscal year.

4. Poundmaster Services

A. Oroville Municipal Code 4-3. In accordance with Oroville Municipal Code section 4-3, SPCA agrees to serve, and is designated as City Pound Master.

5. Ordinance Enforcement and Administrative Penalties

A. Notice of Violation. SPCA shall issue notices of violation to persons believed to be in violation of the City Animal Control Ordinance. Such notices will inform the suspected violator of the requirements of the Ordinance.

B. Administrative Citations. SPCA, to the extent authorized by City, shall issue administrative citations to persons believed to be in violation of City's Animal Control Ordinance and State laws regulations and who have failed to heed a notice of violation or who have violated the Ordinance in such a manner as would indicate that a notice of violation would be disregarded or of no practical effect.

C. Investigation and Testimony. SPCA's employees shall assist the City Attorney in investigating and prosecuting violations of the City's Animal Control Ordinance and State laws and regulations by providing relevant reports or testimony. SPCA shall independently investigate all bite cases involving a known human victim for the purpose of identifying and quarantining the biting animal and determining its possible exposure to rabies.

EXHIBIT B

INSURANCE REQUIREMENTS FOR SPCA

SPCA 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 SPCA, its agents, representatives, employees, or volunteers.

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 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4.
5. Errors and Omissions Liability insurance appropriate to the SPCA's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

SPCA 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. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability:

\$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SPCA; or automobiles owned, leased, hired or borrowed by the SPCA.
2. For any claims related to this project, the SPCA's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or designated volunteers shall be excess of the SPCA's insurance and shall not contribute with it.
3. 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 Entity.
4. 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 would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

SPCA shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity 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.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: CONTRACT FOR SERVICES AGREEMENT WITH EVAN'S
APPRAISAL SERVICES, INC.**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider ratifying a Contract for Services Agreement with Evan's Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services relating to four City-owned/RDA-owned properties.

DISCUSSION

Staff is requesting the Council to consider an Agreement with Evan's Appraisal Services, Inc. for the necessary appraisal of four City-owned/RDA-owned properties to determine the fair market value prior to completion of property sale negotiations.

The four properties in question are being considered for purchase in two separate projects. The first involves the City-owned/RDA-owned property identified as Assessor Parcel No. 012-035-015, which is the existing B-Line bus stop and turn-around located at the southeast corner of Myers Street and Montgomery Street. At the September 16, 2014 City Council meeting, the Council considered a proposal from the owners of the Miners' Alley Brewing Company to purchase this parcel for the purpose of establishing an outdoor dining venue as part of their restaurant and brew house.

The second project involves properties identified as Assessor Parcel No. 012-032-011, 012-032-010, and 012-032-009. These three properties are located on Montgomery Street, east of the business, Mugshots Coffee House. Currently the property that Mugshots sits upon is built over the lot line onto City-owned property by 5 feet. Staff needs to determine fair market value of all three City-

owned parcels as the potential buyer of Mugshots Coffee House may be interested in purchasing all three; if not just the 5 feet that are City-owned.

FISCAL IMPACT

Funds are available in the Community Economic Enhancement budget and Successor Agency Fund for these appraisals. It is expected that the City will receive revenue as a result of at least some of these appraisals. The appropriate budget adjustments will be made to the appropriate budget or fund as the actual revenue becomes known.

RECOMMENDATION

Ratify the City Administrator's execution of the Contract for Services Agreement with Evan's Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services – (Agreement No. 3096).

ATTACHMENT(S)

Agreement No. 3096
Parcel Quest Maps

EVANS APPRAISAL SERVICE, INC.

P.O. Box 863

Chico, CA 95927

(530) 895-1212 (Phone)

(530) 342-4453 (Fax)

October 21, 2014

CONTRACT FOR SERVICES

This contract is binding upon Michael H. Evans, FASA, FRICS hereinafter referred to as The Appraiser, and City of Oroville, 1735 Montgomery St, Oroville, CA 95965, hereinafter referred to as The Client.

1. The Appraiser agrees to provide two (2) written:

- APPRAISAL REPORTS
- FEASIBILITY STUDY
- HIGHEST AND BEST USE STUDY

The following property located in Butte County, CA, Assessor's Parcel Numbers: 012-035-015; 012-032-009; 012-032-010 and 012-032-011

2. The Appraiser agrees to deliver 3 copies of the report to The Client.

3. Based upon The Appraiser's preliminary conversation, it is agreed upon that the fee will be \$3,000.00 each report for a total of \$6,000.00 and the reports will be delivered 30 days after inspection.

Evans Appraisal Service, Inc.
Page 2

The fee is in no way connected with any value to be estimated, and the fee is commensurate with the amount of time actually spent on completion of the narrative reports.

4. The Client agrees to pay for the report as follows:

- a. \$6,000.00 due upon receiving report.

5. It is further agreed and understood that if any portion of the compensation or costs due to The Appraiser becomes delinquent, The Client will pay interest thereon at the rate of 10% per annum on said account from the due date until paid, and further, agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc.

6. In the event that The Client desires to cancel this contract, written notice thereof shall be delivered to The Appraiser, and it is agreed that The Appraiser shall receive compensation from The Client for all services rendered at the rate of \$300.00 per hour, for the time actually spent prior to receipt of written notice to stop work, plus all costs advanced in connection with said work prior to receipt of such written notice, not to exceed \$6,000.

Evans Appraisal Service, Inc.
Page 3

Accepted by:

The Client

Date

The Appraiser

Date

Michael H. Evans, FASA, FRICS

**** Please sign, date and fax or mail us back a copy.***

Property Detail

Butte, CA FRED HOLLAND, ASSESSOR

Parcel # (APN): **012-035-015-000** Use Description: **COMMERCIAL**Parcel Status: **ACTIVE**Owner Name: **OROVILLE REDEVELOPMENT AGENCY**Mailing Address: **1735 MONTGOMERY ST OROVILLE CA 95965**Situation Address: **OROVILLE CA 95965**

Legal

Description: **1305 MYERS ST****ASSESSMENT**Total Value: **\$314,392**Use Code: **CZ**

Zoning:

Land Value: **\$74,268**Tax Rate Area: **004003**Census Tract: **28.00/2**Impr Value: **\$240,124**Year Assd: **2014**

Improve Type:

Other Value:

Property Tax:

Price/SqFt:

% Improved **76%**

Delinquent Yr

Exempt Amt:

HO Exempt?: **N****SALES HISTORY**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:				10/24/1995
Recorded Doc #:				1995R0037327
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

Lot Acres: 0.240	Year Built:	Fireplace:
Lot SqFt: 10,454	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Inffnce:
Quality:	Garage SqFt:	
Building Class: M		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

*** The information provided here is deemed reliable, but is not guaranteed.

Property Detail

Butte, CA FRED HOLLAND, ASSESSOR

Parcel # (APN): 012-032-009-000 Use Description: **VACANT**
 Parcel Status: **ACTIVE**
 Owner Name: **OROVILLE REDEVELOPMENT AGENCY**

Mailing Address: **PO BOX 959 OROVILLE CA 95965-0959**
 Situs Address: **2062 MONTGOMERY ST OROVILLE CA 95965-4955 C016**
 Legal
 Description: **2062 MONTGOMERY ST**

ASSESSMENT

Total Value: \$13,641	Use Code: CV	Zoning: C2
Land Value: \$13,641	Tax Rate Area: 004003	Census Tract: 28.00/4
Impr Value:	Year Assd: 2014	Improve Type:
Other Value:	Property Tax:	Price/SqFt:
% Improved	Delinquent Yr	
Exempt Amt:	HO Exempt?: N	

SALES HISTORY

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:				07/14/2004
Recorded Doc #:				2004R0042477
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

Lot Acres: 0.110	Year Built:	Fireplace:
Lot SqFt: 4,791	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Infnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

*** The information provided here is deemed reliable, but is not guaranteed.

Property Detail

Butte, CA FRED HOLLAND, ASSESSOR

Parcel # (APN): **012-032-010-000** Use Description: **VACANT**
 Parcel Status: **ACTIVE**
 Owner Name: **OROVILLE REDEVELOPMENT AGENCY**

Mailing Address: **PO BOX 959 OROVILLE CA 95965-0959**
 Situs Address: **2060 MONTGOMERY ST OROVILLE CA 95965-4955 C016**
 Legal
 Description: **2060 MONTGOMERY ST**

ASSESSMENT

Total Value: \$16,482	Use Code: CV	Zoning: C2
Land Value: \$16,482	Tax Rate Area: 004003	Census Tract: 28.00/4
Impr Value:	Year Assd: 2014	Improve Type:
Other Value:	Property Tax:	Price/SqFt:
% Improved	Delinquent Yr	
Exempt Amt:	HO Exempt?: N	

SALES HISTORY

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:				07/14/2004
Recorded Doc #:				2004R0042478
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

Lot Acres: 0.140	Year Built:	Fireplace:
Lot SqFt: 6,098	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Infince:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

*** The information provided here is deemed reliable, but is not guaranteed.

Property Detail

Butte, CA FRED HOLLAND, ASSESSOR

Parcel # (APN): **012-032-011-000** Use Description: **VACANT**Parcel Status: **ACTIVE**Owner Name: **OROVILLE REDEVELOPMENT AGENCY**Mailing Address: **PO BOX 959 OROVILLE CA 95965-0959**Situs Address: **2044 MONTGOMERY ST OROVILLE CA 95965-4955 C016**

Legal

Description: **2044 - 2062 MONTGOMERY ST****ASSESSMENT**

Total Value: \$17,621	Use Code: CV	Zoning: C2
Land Value: \$17,621	Tax Rate Area: 004003	Census Tract: 28.00/4
Impr Value:	Year Assd: 2014	Improve Type:
Other Value:	Property Tax:	Price/SqFt:
% Improved	Delinquent Yr	
Exempt Amt:	HO Exempt?: N	

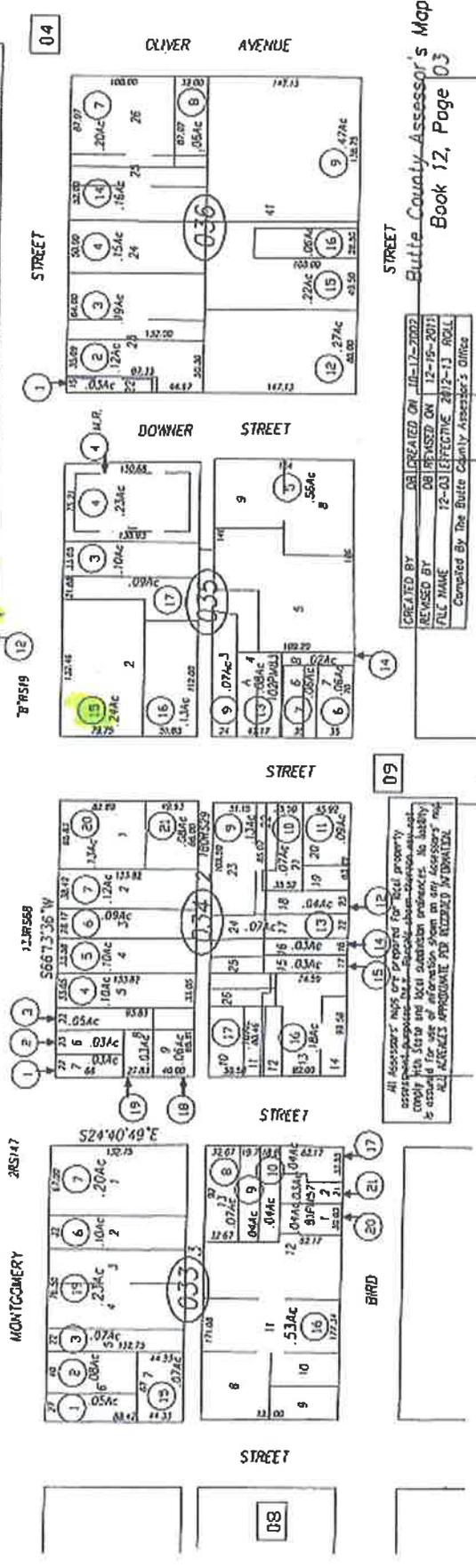
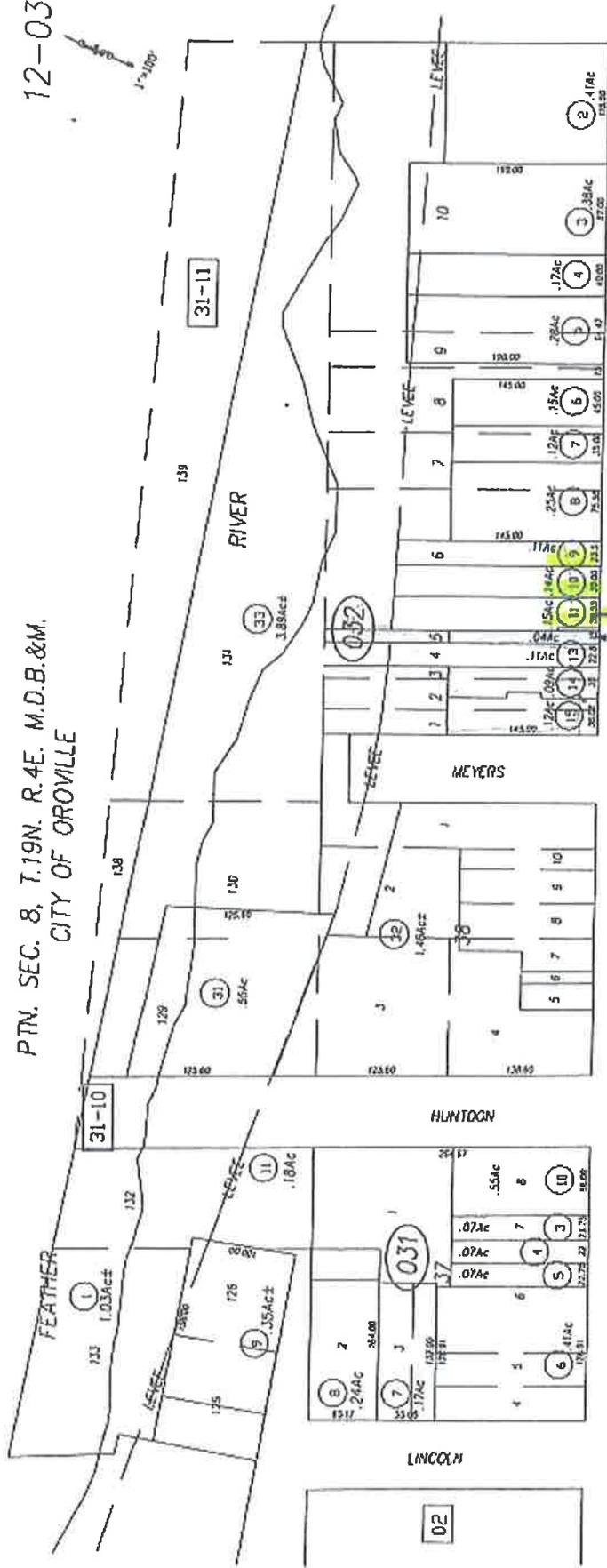
SALES HISTORY

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Transfer</u>
Recording Date:				07/14/2004
Recorded Doc #:				2004R0042479
Recorded Doc Type:				
Transfer Amount:				
Sale 1 Seller (Grantor):				
1st Trst Dd Amt:	Code1:	2nd Trst Dd Amt:	Code2:	

PROPERTY CHARACTERISTICS

Lot Acres: 0.150	Year Built:	Fireplace:
Lot SqFt: 6,534	Effective Yr:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construct:		Site Infnce:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other Rooms:		

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CREATED BY: DB REVISION ON 10-17-2002
 REVISION BY: DB REVISION ON 12-19-2011
 FILE NAME: 12-03 EFFECTIVE 2012-13 ROLL
 Compiled By: The Butte County Assessor's Office

All Assessor's Maps are prepared for local property assessment purposes only. They are not to be used for legal purposes. No liability is assumed for use of information shown on any Assessor's Map. ALL ACRES ARE APPROXIMATE FOR UNIMPROVED INFORMATION.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME
SUPPLEMENTAL APPLICATIONS**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council will conduct a public hearing and discuss the submittal of Community Development Block Grant (CDBG) Program Income (PI) Supplemental Applications associated with Grant No. 12-CDBG-8405 and 14-CDBG-9893, and provide direction to staff indicating the priority of the proposed activities to be submitted to State for consideration.

DISCUSSION

On June 16, 2014, the State CDBG Department released CDBG Management Memorandum Number 14-05 introducing the CDBG Program Income rule changes. On July 15, 2014, staff presented the Council with a PowerPoint presentation outlining the required changes. One of the changes that had the biggest impact to the City was that all PI must be spent prior to drawing down grant funds. This not only impacts the City's ability to draw down funds for current grants but also impacts the City's ability to apply for future funding. Additionally, because we are now unable to "commit" (or set aside) PI to an active contract, PI Waivers can only be approved if there is no active contract.

Consequently, the State CDBG Department is allowing jurisdictions to amend current active contracts to add their PI Waivers as a Supplemental Activity. This will allow awarded grant funds that have been supplanted by PI to be used for programs and projects identified by the City. Since the requirement of using PI first will likely result in contract funds being "left over" in the contract, "left over" funds will roll to the grantee's Supplemental Activities, allowing the City an opportunity to complete additional CDBG eligible activities so that they do not lose the awarded funds due to having PI.

The City of Oroville is required to hold a public hearing to address all potential activities for the upcoming submittal of various Supplemental Program Activity applications. All public notices and agendas for the hearings must include PI proposed activities and expenditures.

City staff currently estimates that \$1,500,000 in CDBG Program Income will be available; however a review of expenditures prior to the effective date of the Program Income Rule changes, is underway. The results of this review may effect that actual amount of Program Income available.

Eligible Activities are listed below:

- 1) Housing-
 - Homeownership Assistance (Acquisition) Program
 - Housing Rehabilitation Program (1-4 units)
 - Housing Combo (applying for both Homeownership Assistance and Housing Rehab)
 - Housing Project- Property Acquisition for Multi-Family Housing
 - Housing Project-Multi-family Rental Rehabilitation (with or without Acquisition)
- 2) Public Improvements
- 3) Public Improvements in Support of Housing New Construction
- 4) Public Facilities (this includes the Removal of Architectural Barriers)
- 5) Public Services (although not actually a PS Activity, it includes Code Enforcement)
- 6) Enterprise Fund-
 - Business Financial Assistance Program
 - Microenterprise Assistance Program
- 7) Over-the-Counter (OTC)
- 8) Planning and Technical Assistance (PTA)

Jurisdictions are being given the opportunity to add a reasonable number of activities to each contract, which fit the jurisdiction's capacity. Activities should be able to be completed by the expiration date of the grant of which it is added. The 2012 grant expires December 31, 2015 and the 2014 grant will expire in 2017.

The State requires this public hearing process to provide citizens with an opportunity to make comments and ask questions regarding the availability of funding for potential grant activities. Discussions and information received from the public hearing will be taken into consideration when determining which supplemental activities should be pursued for a given fiscal year.

FISCAL IMPACT

There is no General Fund Impact

RECOMMENDATION

Provide direction to staff, as necessary.

ATTACHMENT

List of potential CDBG eligible projects
Public Hearing Notice

CDBG Eligible Activities

The current PI Waivers will automatically be added to the open contracts. If the Council wished to add funding or length of time to an open PI Waiver, we would need to include it in the Public Hearing.

Priority	Eligible Activity	Contract
	*Code Enforcement- <i>suggest adding 12 months and \$218,544 plus \$20,000 AD</i>	2014
	*Chinese Temple Museum- <i>suggest adding \$352,000 plus \$</i>	2012
	Economic Development Loans (BA)	
	Sewer Improvements	
	Rule 20A	
	Municipal Auditorium (Removal of Architectural Barriers)	
	Boys and Girls Club	
	YMCA	
	Catalyst Domestic Violence	
	ADA Sidewalks Transition Plan (ramps)	
	Acquire property for Transitional Homeless Shelter	
	Homeless Shelter	
	<u>Write-in Activities</u>	

***Current PI Waivers**

-PI Waiver funding Code Enforcement in the amount of \$531,086 for 27 months.

-PI Waiver funding Chinese Temple Museum in the amount of \$82,600 plus an additional \$149,631 of Pi was allocated on 3/19/13 bringing the total to \$219,631.

*CDBG Grant 12-CDBG-8504 is currently funding: (must use PI first)

-YMCA \$249,821 of PI funds

-Catalyst \$284,900 grant funds

-Housing Rehab \$122,632

-Homeownership Assistance \$619,821

-Economic Development \$277,500

*CDBG Grant 14-CDBG-9893

Housing Rehab \$325,582

Homeownership Assistance \$139,535

(City currently has \$2.5 million in CalHOME funds and \$682,500 in HOME FTHB funds.)



DISCOVER GOLD . . . DISCOVER OROVILLE

1735 MONTGOMERY STREET • OROVILLE, CALIFORNIA 95965-4897

DEPARTMENT OF BUSINESS ASSISTANCE/HOUSING DEVELOPMENT
TELEPHONE: (530) 538-2495 FAX: (530) 538-2539

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Oroville will conduct a public hearing by the City Council on Tuesday, November 18, 2014, at 6:00 PM at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, CA 95965, to discuss approximately \$1,500,000 on-hand and an anticipated amount of approximately \$500,000 incoming this fiscal year in Community Development Block Grant Program Income. This public hearing will cover eligible activities, program requirements, funding allocations and Supplemental Activities to add to grant No. 12-CDBG-8405 and 14-CDBG-9893, and related matters. The CDBG program can fund a broad range of activities, including, but not limited to: economic development projects, street/water supply, drainage and sewer improvements, public facility improvements, housing rehabilitation, housing acquisitions and public service programs. The activities must be designed to primarily benefit low- and moderate-income persons and aid in the prevention or elimination of slums and blight.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Oroville, Department of Business Assistance and Housing Development, 1735 Montgomery Street, Oroville, CA 95965 or you may telephone 530-538-2535. In addition, a public information file is available for review at the above address between the hours of 8:00 AM and 5:00 PM on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, please contact the City Clerk's office at 530-538-2535 to arrange for those accommodations to be made.

The City of Oroville promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or handicap.

Randy Murphy, City Clerk

Published on Saturday, November 8, 2014, in the Oroville Mercury Register

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

**RE: FEE WAIVER REQUEST FOR USE OF THE MUNICIPAL AUDITORIUM
FROM THE CALVARY BAPTIST CHURCH YOUTH MINISTRIES**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider an appeal of the staff level denial of a facility use fee waiver request by Calvary Baptist Church Youth Ministries (applicant) for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events.

DISCUSSION

On October 14, 2013, the City of Oroville received a fee waiver request from the Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium as follows:

- New Year's Eve Celebration: Wednesday, December 31, 2014 from 8pm – 11pm
The event includes basketball, volleyball, ping pong, board games, and finger foods. There is no charge to the public for the event and the kitchen facilities will not be utilized.
- Sunday Night Open Gym – Once per month on Sunday from 8pm – 10pm
The event will include basketball and/or volleyball mainly for children, teens, and young adults with no charge to the public.

Per the City of Oroville Municipal Code (OMC) Section 26-10.200(C)(4), the fee waiver has been denied for the following reason:

"Requests for fee waivers or reductions must be received at least 90 days prior to the actual date of the event. If the request is received in less than 90 days from the event, the facility/park fee waiver or reduction for the event will not be considered and all fees will apply to the event."

On November 5, 2014, the City of Oroville received an appeal of the denial. Pursuant to

the OMC Section 26-10.200(F), fees, up to 50%, may be waived for approved non-profit groups when:

1. Non-profit organizations, as defined by the Internal Revenue Service (IRS), having IRS approved tax exempt status, formed for civic or educational purposes; and
2. The event, program, activity, or improvement is of public benefit to the City of Oroville and/or surrounding community, or a significant portion of its residents; and
3. The event, program, activity, or improvement is open to the public; and
4. The event, program activity, or improvement does not significantly impact City Departments, services, operations or activities.

Fees for the Municipal Auditorium are \$625.00 for the first 8 hours and \$35.00 for each additional hour. Additionally, a \$500.00 refundable security deposit is required. The total fees are as follows:

STANDARD FEES

Date	Hours	Hours	Fee
Wednesday (12/31/2014)	8pm – 11pm	3	\$625.00
Sunday, once per month (TBD)	8pm – 10pm	2	\$625.00
Total:			\$1,250.00

PRORATED FEES (\$78.13 PER HOUR)

Date	Hours	Hours	Fee
Wednesday (12/31/2014)	8pm – 11pm	3	\$234.39
Sunday, once per month (TBD)	8pm – 10pm	2	\$156.26 per month

Any fee waivers that may be granted do not relieve the applicant from providing required insurance/indemnification and from providing required security/damage deposit. Applicant is requesting a full waiver of the fees.

Per the City’s Facility and Park Fee Waiver Policy (Ordinance No. 1793), staff recommends a denial of the fee waiver request and the applicant be charged the prorated amount.

FISCAL IMPACT

There is no impact if waiver is not granted as fees are based on cost recovery calculations at the time these were established. The General Fund impact of a 50% fee waiver for the rest of this fiscal year is \$5,850, full waiver \$11,700.

Per the reserve policy the Fee Waiver Reserve for this fiscal year is \$13,000. Cumulatively the council has granted \$11,152.50 in Fee Waivers or 86% of the reserve thus far. Sixty-one percent of the fiscal year is remaining. A fee waiver of 50% will exceed the available reserve.

RECOMMENDATIONS

1. Deny the fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events; *or*
2. Approve a maximum fee waiver of 50% of the pro-rated fees associated with the fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events

ATTACHMENTS

Letters from Applicant



Calvary Baptist Church Youth Ministries

"And he shall turn the heart of the fathers to the children,
and the heart of the children to their fathers." Malachi 4:6a

November 5, 2014

Dear City Council Leaders,

Thank you in advance for your consideration of this matter. My name is Erech Taylor, and I have been serving as the Youth Minister of Calvary Baptist Church for the past 14 years. In years past, it has been our privilege to use the Municipal Auditorium from time to time. We would again like to see about using the Auditorium for a couple of events.

I turned in an application on October 14, 2014 to the city to ask for an exemption and/or reduction in the rental fee, but due to a typo on the application form (the application stated 60 days prior to the event date), I was too late for the 90 minimum days.

The events that we would like to do at the Municipal Auditorium are as follows:

#1. New Year's Eve Celebration- Wednesday, December 31, 2014, from 8pm-11pm. We have had this event in the past, and it's always been a great time for children, teens, parents, and grandparents. We play basketball, volleyball, ping pong, board games, and have finger foods. Our church sponsors the event, and we invite and encourage the public to attend. There is never any cost for the activity. Our church provides the food, any extra games for activities, and any extra tables and chairs we may need. We do not need any of the kitchen facilities for this event. In the past, we were given a key for the event, and we turned in the key after the office opened back up after the holidays.

#2. Sunday Nite Open Gym- basketball & volleyball night. We would like to use the gym on one agreed upon Sunday evening every month from @ 8pm-10pm for basketball and/or volleyball. It would be mainly for children, teens, and young adults to play ball and get some exercise. Again, our church would sponsor the activity, and we would encourage and invite the public to attend. We would not charge for the activity.

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NOV 05 2014

CITY OF OROVILLE
PLANNING DEPT.

Come Grow With Us!

Calvary Baptist Church Youth Ministries

"And he shall turn the heart of the fathers to the children,
and the heart of the children to their fathers." Malachi 4:6a

My proposal is as follows:

We would like to use the Municipal Auditorium for these activities for free, if possible, since it would be a benefit to our entire community. We would like to have a key and alarm code for the building. Our church would be responsible for opening, setting up, cleaning, closing, and alarming the gym after each activity. We would have a deposit and/or our church credit card number on file for any damages and/or clean up charges we would incur. Our church would also have the City of Oroville and their officers, etc... added as additionally insured for up to \$1,000,000 on our insurance policy.

Again, thank you for your consideration in this matter. As an Oroville resident since 1979, I've seen the hard work that you and those before you have invested to make the city of Oroville a wonderful place to live and raise a family. My wife and I are raising our five young children here, and we wouldn't trade Oroville for any other city!

Sincerely,



Erech Taylor,
Youth Minister
Calvary Baptist Church
533-7320

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CITY OF OROVILLE
PLANNING DEPT.

Come Grow With Us!

**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: STORMWATER MANAGEMENT ORDINANCE

DATE: NOVEMBER 18, 2014

SUMMARY

The Council will hear a presentation regarding a draft stormwater management ordinance and is asked to provide direction regarding adding Chapter 27 to the Oroville Municipal Code relating to Stormwater Management.

DISCUSSION

On February 5, 2013, the State Water Resources Control Board (Board) adopted Water Quality Order No. 2013-0001-DWQ entitled "National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, Waste Discharge Requirements for Storm Water Discharges From Small Municipal Separate Storm Sewer Systems (collectively referred to herein as the "Permit"). Upon adoption of the Small MS4 General Permit, the City of Oroville (City) became a permittee subject to all of the requirements contained in the Permit. For the first year of permit coverage, staff has completed the 6 required tasks for permit year 2013 – 2014 and submitted the first year annual report to the Board.

The 105 page Permit (without attachments) contains an additional 35 stormwater program related tasks that require completion by July 1, 2018. A compliance summary for the Permit tasks by compliance date is attached to this staff report. These tasks relate to the development of new City stormwater management programs and policies, public outreach and education, staff training, inspection of all City owned storm drain pipes, and more in the upcoming years. Of the 35 permit tasks required to be completed by June 30, 2015, one is for the development of the legal authority to enforce the many provisions contained in the Permit. As such, staff has drafted a new ordinance relating to stormwater management. As there are currently no City codes relating to stormwater pollution control, the stormwater management ordinance is proposed as a new chapter to the Oroville Municipal Code.

The major provisions of the proposed stormwater management ordinance are as follows:

- Provides the City with the legal authority to enforce the stormwater runoff water quality provisions of the Permit.
- Provides a codified list of prohibited discharges to the City stormwater system.
- Provides a list of discharges that are allowed to the City stormwater system.
- Contains provisions for the reduction of pollutants in stormwater received by the City's stormwater system from new development projects.
- Allows the City to take enforcement action if prohibited discharges occur.
- Allows the City to inspect and monitor private property to ensure compliance with the Permit.
- Defines the maintenance requirements for public and private watercourses. The City will no longer maintain any watercourses on private property unless 1) there exists a maintenance easement that has been accepted by the City or 2) watercourse maintenance is required on private property to protect City or private assets from flood damage.
- Bans from the public right-of-way, the placement or discharge of lawn clippings, leaves and other material that may degrade stormwater runoff water quality.
- Provides the City with the legal authority to develop a fee structure, should the Council desire, to generate revenue to fund the program.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of a stormwater management ordinance. However, compliance with upcoming program deadlines will require a higher level of staff resources in the near future. Therefore prior to the engagement of these additional resources, staff will bring forward recommendations for providing the required resources which will include consideration of fees and penalties as needed to operate the proposed program.

RECOMMENDATION

Provide direction to staff relating to the proposed draft stormwater management ordinance.

ATTACHMENT(S)

Small MS4 General Permit Compliance Task Summary
Draft Stormwater Management Ordinance

**CITY OF OROVILLE - SMALL MS4 GENERAL PERMIT
PROGRAM OUTLINE AND COMPLIANCE DATES**

Section No.	Compliance Title	Deadline	Completed?
A.1.a	Apply for Coverage	7/1/2013	Y
E.10.a	Construction Site Inventory	6/30/2014	Y
E.10.b	Construction Site Plan Review	6/30/2014	Y
E.7.a	Public Education & Outreach (PEO)	6/30/2014	Y
E.9.e	Spill Response Plan	6/30/2014	Y
E.12.j	Landscape Code Analysis	6/30/2014	Y
E.6.a	Legal Authority	6/30/2015	
E.6.b	Certification	6/30/2015	
E.10.c	Construction Site Inspection/Enforcement	6/30/2015	
E.11.a	Inventory - Permittee Facilities (PF)	6/30/2015	
E.11.b	Mapping - PF	6/30/2015	
E.11.f	Storm System Assessment	6/30/2015	
E.11.j	Landscape Design & Maintenance	6/30/2015	
E.12.b	Site Design Measures	6/30/2015	
E.12.c	Regulated Projects	6/30/2015	
E.12.d	Source Control Measures	6/30/2015	
E.12.e	Low Impact Development Runoff Standards	6/30/2015	
E.12.h	O&M Post Construction	6/30/2015	
E.12.l	Post Const. BMP's	6/30/2015	
E.14.a	Program Effectiveness	6/30/2015	
E.5.a.l	Implement PEO	6/30/2015	
E.7.b.2.a	SWPPP Training	6/30/2015	
E.7.b.3	Pollution Prevention Training	6/30/2015	
E.8	Public Involvement Strategy	6/30/2015	
E.9.a	Outfall Mapping	6/30/2015	
E.9.b	Facility Inventory	6/30/2015	
E.9.d	Investigations/Corrective Actions	6/30/2015	
E.11.c	Facility Assessment - PF	6/30/2016	
E.11.g	Storm System Maintenance	6/30/2016	
E.11.h	Storm System O&M Assessment	6/30/2016	
E.11.l	Habitat Enhancement	6/30/2016	
E.12.f	Hydromodification Management	6/30/2016	
E.12.g	Enforcement	6/30/2016	
E.6.c	Enforcement Response Plan	6/30/2016	
E.7.b.2.b	SWPPP Education	6/30/2016	
E.7.b.l	Illicit Discharge Training	6/30/2016	
E.11.d	Permittee SWPPP	6/30/2017	
E.11.e	Permittee Inspections	6/30/2018	
E.14.b	Stormwater Program Modifications	6/30/2018	
E.12.j	Planning and Permitting	2013 - 2016	
E.9.c	Field Sampling Outfalls	2014 - 2015	

**CITY OF OROVILLE
ORDINANCE NO. _____**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADDING CHAPTER 27 TO THE
CODE OF THE CITY OF OROVILLE RELATING TO STORMWATER MANAGEMENT**

WHEREAS, on February 5, 2013, the State Water Resources Control Board (Board) adopted Water Quality Order No. 2013-0001-DWQ entitled "National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, Waste Discharge Requirements for Storm Water Discharges From Small Municipal Separate Storm Sewer Systems (collectively referred to herein as the "Small MS4 General Permit"), and

WHEREAS, upon adoption of the Small MS4 General Permit, the City of Oroville (City) became a permittee subject to all of the requirements contained in the Small MS4 General Permit, and

WHEREAS, the Small MS4 General Permit requires that the City adopt the legal authority to control pollutant discharges to the City's storm drain system, and

WHEREAS, the maintenance responsibilities for the public and private portions of the City's storm drain system have not been codified, and

WHEREAS, this Chapter will be subject to amendments in the future as required by the Small MS4 General Permit.

NOW THEREFORE, the Council of the City of Oroville do ordain as follows:

SECTION 1 Chapter 27 shall be added to the Code of the City of Oroville to read:

**CHAPTER 27
STORMWATER MANAGEMENT**

Sections:

Article I – General Provisions

27-1. Findings

27-2. Purpose and intent

27-3. Definitions

27-4. Applicability

27-5. Compliance disclaimer

27-6. Administration

27-7. Disclaimer of liability

Article II – Storm Drain System Maintenance

27-20. Findings

27-21. Maintenance requirement

27-22. Maintenance responsibility

27-23. Elective city maintenance

27-24. Private watercourse maintenance

27-25. Private watercourse failure to maintain

Article III – Private Stormwater Facilities Maintenance Agreement

27-40. Findings

27-41. Private stormwater facilities maintenance agreement required

Article IV – Prohibited Discharges

27-60. Prohibited discharges

27-61. Exceptions to prohibited discharges

27-62. Exception to discharge exemptions

27-63. Threatened prohibited discharge

27-64. Illicit connection prohibited

27-65. Negligence or intent not required

27-66. Waste discharge prohibitions

27-67. Discharges in violation of industrial or construction activity

Article V – Reduction of Pollutants in Stormwater

27-80. General requirements

27-81. Containment and notification of spills

27-82. Best management practices

27-83. Administrative rules and regulations

Article VI – Inspection and Monitoring

27-100. Authority to enter and inspect

27-101. Authority to sample and test

27-102. City inspection of stormwater conveyance system

27-103. Fee structure authorized

Article VII. - Violations, Enforcement and Abatement

27-120. Violations

27-121. Violations deemed a public nuisance

27-122. Compliance with an existing NPDES permit

27-123. Potential violation of the federal and/or state stormwater acts

27-124. Enforcement authority

27-125. Notice of violation

27-126. Appeal

27-127. Abatement by city

27-128. Charging cost of abatement and liens

27-129. Compensatory action

27-130. Urgency abatement

ARTICLE I – GENERAL PROVISIONS

27-1 Findings.

(a) The Federal Clean Water Act, 33 U.S.C. Section 1251 et seq., provides for the regulation and reduction of pollutants discharged into the waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to stormwater and urban runoff discharge into the City storm drain system.

(b) The State Water Resources Control Board is authorized by the United States Environmental Protection Agency to administer the NPDES program within the State. The Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) provides authority for the State NPDES program, including provisions to issue NPDES permits and waste discharge requirements to regulate discharges of stormwater to waters of the State.

(c) Due to amendments to the Clean Water Act, the USEPA developed a Phase I and a Phase II program requiring municipalities to develop and implement stormwater pollution management programs. Smaller municipalities and contiguous areas with small, but still urban, communities come under the Phase II regulations of the State Board's Small MS4 General Permit, where MS4 stands for Municipal Separate Storm Sewer System. The City falls under the Phase II regulations, which require coverage under the Small MS4 General Permit.

(d) The Small MS4 General Permit requires the City to effectively prohibit non-stormwater discharges from within the City's Small MS4 General Permit area into the City storm drain system except as otherwise permitted by law.

(e) The City finds in this regard that the provisions of this chapter are necessary to provide the City with the legal authority necessary to implement and otherwise comply with the requirements of the Small MS4 General Permit and to protect the waters of the State for the benefit of its people and the environment.

27-2 Purpose and Intent

(a) This chapter is adopted pursuant to Article XI, Section 7 of the California Constitution, which authorizes the City to exercise the police power of the State by adopting regulations promoting the public health, public safety, and the general welfare of its citizens. The purpose and intent of this chapter is to protect and enhance the water quality of watercourses and water bodies within the Small MS4 permitted area of the City in a manner consistent with the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the Small MS4 Permit, by reducing pollutants in stormwater discharges to the maximum extent practicable and by prohibiting non-stormwater discharges from entering the storm drain system.

(b) It is the intent of the City in adopting this chapter to provide the City with the legal authority to accomplish the following goals within the Small MS4 permitted area:

(1) To benefit the people and environment of the City by protecting water quality in waters of the State;

(2) To reduce the discharge of pollutants in stormwater to the maximum extent practicable, whether those discharges are made to the City storm drain system, or directly to natural surface waters;

(3) To effectively prohibit non-stormwater discharges into the City storm drain system or to natural surface waters;

(4) To establish requirements for stormwater management, including source controls and best management practices, for development, redevelopment, construction, post-construction, industrial, and municipal activities;

(5) To comply with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act, and the Small MS4 General Permit as they apply to the discharge of pollutants into and from the City storm drain system;

(6) To provide for the recovery of regulatory costs incurred by the City in the implementation of this chapter or its Stormwater Management Program, including, but not limited to, enforcement activities, compliance assistance, inspections, investigations, sampling and monitoring; and

(8) To establish appropriate enforcement procedures and penalties for violations of the provisions of this chapter.

27-3 Definitions

Certain words and phrases defined in this chapter shall have the meanings set forth herein. Additional defined terms used in this chapter shall have the meanings set forth below unless the context clearly indicates otherwise.

(a) "Administrator" shall mean the Director of Community Development and Public Works and his or her designees.

(b) "Best Management Practices" (BMPs) shall mean schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly into stormwater conveyance systems, receiving waters or natural surface waters. BMPs shall also include structural controls, treatment practices, source controls, training requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

(c) "Council" shall mean the Council of the City of Oroville.

(d) "City" shall mean the City of Oroville.

(e) "City Storm Drain System" shall mean those public man-made facilities within the incorporated area of the City that are owned, operated, maintained or controlled by the City by which stormwater may be conveyed to natural surface waters, including, but not limited to, any roads with drainage systems, municipal streets, curbs, gutters, catch basins, water quality basins, detention basins, constructed wetlands, artificial channels, aqueducts, ditches, altered drainage channels, reservoirs, sumps, pumping stations, storm drain inlets, and storm drains. Included in this definition are watercourses located on private property for which the City Council has been offered and has accepted maintenance responsibilities through the execution of a legally described drainage maintenance easement or other similar instruments accepted by the City Council.

(f) "Development" shall mean any activity that moves soils or substantially alters the preexisting vegetated or man-made cover of any land. This includes any activity that may be considered new development or redevelopment consisting of, but not limited to, grading, digging, cutting, scraping, stockpiling or excavating soil, placement of fill materials, paving, pavement removal, exterior construction, substantial removal of vegetation where soils are disturbed or any activity which exposes soil or rock or involves streambed alterations or the diversion or piping of any watercourse. Development does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities (i.e., land disturbances) required to protect public health and safety.

(g) "Discharge" shall mean any release, threatened release, or placement of any material into the City storm drain system or natural surface waters, including, but not limited to, stormwater, wastewater, pollutants, solid materials, liquids, hazardous waste, raw materials, debris, litter or any other substance.

(h) "Discharger" shall mean any person who discharges, or causes a discharge, either directly or indirectly into the City storm drain system.

(i) "Illicit Connection" shall mean any physical connection, including but not limited to any drain or conveyance, to the City storm drain system or natural surface waters, which is not expressly authorized by the City.

(j) "Illicit Discharge" shall mean any direct or indirect non-permitted or non-exempt discharge to the City storm drain system or to the natural surface waters that violates this chapter, or a discharge prohibited by federal, state, or local laws, which tends to degrade the quality of natural surface waters.

(k) "Industry" or "Industrial Activity" shall mean any service, business, enterprise, or any other activity conducted by any person for the purpose of monetary or other compensation, or in support of or promotion of such activity. This term shall also mean any similar activity conducted by a non-profit corporation as defined by the State of California.

(l) "Hazardous Materials" shall mean any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

(m) "Material" shall mean any substance, including but not limited to, raw materials, finished products, garbage and debris, tobacco, paper wastes, lawn clippings, leaves and other vegetation, biological and fecal waste, sediment and sludge, oil and grease, gasoline, paints, solvents, cleaners and any fluid or solid containing chemicals.

(n) "Maximum Extent Practicable" shall mean a standard for implementation of stormwater management programs to reduce pollutants in stormwater. It is the maximum extent possible taking into account equitable considerations and competing facts, including, but not limited to: the seriousness of the problem, public health risk, environmental benefits, pollutant removal effectiveness, regulatory compliance, ability to implement, cost and technical feasibility.

(o) "National Pollutant Discharge Elimination System Permit" or "NPDES Permit" shall mean general, group, and individual stormwater discharge permits which regulate facilities defined in federal NPDES regulations promulgated pursuant to the Federal Clean Water Act. The Regional Board and the State Board, as defined below, have adopted general stormwater discharge permits, including but not limited to the General Construction Activity and General Industrial Activity permits.

(p) "Natural Surface Waters" shall mean creeks, natural ponds or lakes, wetlands, rivers, flood diversion channels and irrigation channels and shall include any waters of the state and any waters of the United States contained within the boundaries of the State. Natural Surface Waters shall not mean any wet or dry detention basin, constructed wetland, stormwater treatment facility, artificial lake or pond or other man-made body of water which do not combine or effect a junction with natural surface waters.

(q) "Non-Stormwater Discharge" shall mean any discharge to the storm drain system that is not composed entirely of stormwater.

(r) "Person" shall mean any natural person as well as any corporation, partnership, public agency, trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

(s) "Pollutant" shall mean the same as defined in Section 502(6) of the Clean Water Act or as incorporated into the California Water Code, Subsection 13373, as such code sections may be amended from time to time. Pollutants include, but are not limited to, the following:

1. Materials (including, but not limited to, fuels, solvents, chemicals, detergents, plastic pellets, hazardous substances, radioactive wastes, fertilizers, pesticides, lawn clippings, paints, soot, slag, ash, sludge);
2. Metals and non-metals both soluble and insoluble (including, but not limited to, cadmium, lead, zinc, copper, silver, nickel, chromium, chlorine, phosphorous, formaldehyde, glutaraldehyde and arsenic);
3. Petroleum hydrocarbons (including, but not limited to, fuels, oils, lubricants, surfactants, waste oils, solvents, coolants, and grease);
4. Eroded soils, sediment, saw cut slurry and wastes and residues that result from constructing a building or structure;
5. Animal wastes (including, but not limited to, discharge from confinement facilities, kennels, pens, recreational facilities, and stables);
6. Substances having acidic or corrosive characteristics, unusual coloration or turbidity;
7. Any domestic or industrial wastewater;
8. Any hazardous substances.

The term "pollutant" shall not include uncontaminated stormwater, potable water, groundwater or reclaimed water generated by a lawfully permitted water treatment facility.

(t) "Pollution" shall mean the human-made or human-induced alteration of the quality of waters by pollutants to a degree that causes or contributes to an exceedance of water quality standards contained in the Statewide Water Quality Control Plan, the California Toxics Rule, or in the applicable Regional Water Quality Control Board Basin Plan.

(u) "Privately Owned Watercourses" shall mean any watercourses, including but not limited to, any other associated drainage structures such as underground pipe, culverts, and drain inlets, that reside within privately owned property and are not owned or maintained by the City.

(v) "Regional Board" shall mean the California Regional Water Quality Control Board, Central Valley Region.

(w) "State Board" shall mean the State Water Resources Control Board which is the state water pollution control agency for all purposes of the Clean Water Act pursuant to Section 13160 of the California Water Code.

(x) "Stormwater" or "Storm Water" shall mean any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation (such as rain or snow) and resulting from such precipitation.

(y) "Subject Activities" shall mean any activities, operations, or facilities which discharge or have the potential to discharge pollutants. A subject activity may be stationary or mobile, provided it generates quantities or concentrations that may cause pollution.

(z) "Threatened Prohibited Discharge" shall mean any condition or activity that does not currently result in a prohibited discharge but is nevertheless determined by the Administrator to be a condition which results in a substantial likelihood of a future prohibited discharge.

(aa) "Watercourses" shall mean any channel or depression in which a flow of water occurs, either continuously or intermittently, including above-ground portions of the storm drain system.

(bb) "Waters of the State" shall mean all surface waters specified in 40 Code of Federal Regulations (CFR) Section 122.2, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at or during all times and seasons.

(cc) "Waters of the United States" shall have the same meaning as set forth in 40 CFR.

27-4 Applicability

The provisions of this chapter shall be applicable to all dischargers and potential dischargers located within the incorporated area of the City within the Small MS4 General Permit area that discharge either directly or indirectly into the City storm drain system.

27-5 Compliance Disclaimer

Compliance by any person with the provisions of this chapter shall not preclude the need to comply with other local, state or federal statutory or regulatory requirements relating to the control of pollutant discharges or protection of stormwater quality, or both.

27-6 Administration

Except as otherwise provided herein, the authority to implement this chapter is vested in the Administrator, who shall be responsible for the administration, implementation and enforcement of the provisions of this chapter. Unless otherwise specified herein, any powers granted to or duties imposed upon the Administrator may be delegated by the Administrator to other City employees or, upon the approval of the Council, to employees of other public agencies.

27-7 Disclaimer of Liability

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not imply that compliance will ensure that there will be protection from liability including civil penalties or that there will be no contamination, pollution, nor unauthorized discharge of pollutants into natural surface waters or the waters of the United States. This chapter shall not create liability on the part of the City, or any officer or employee thereof for any damages that result from any discharger's reliance on this chapter or any other administrative decision lawfully made thereunder.

ARTICLE II – STORM DRAIN SYSTEM MAINTENANCE

27-20 Findings

(a) Unregulated obstruction, modification, use and neglect of watercourses create conditions tending to: (1) reduce water quality; (2) promote blight and deterioration of property; (3) cause property losses from flooding and poor drainage; and (4) be injurious to the public health, safety and general welfare.

(b) A clear articulation of responsibility for the maintenance, repair and replacement of watercourses and/or other drainage facilities that are either part of the City storm drain system or are considered privately owned is necessary.

27-21 Maintenance Requirement

Each watercourse in the city shall be maintained so that water will flow adequately and unimpeded through the watercourse. An existing natural watercourse shall be left unaltered unless improvement is necessary to protect life, health and property.

27-22 Maintenance Responsibility

The City shall be responsible for all watercourses routinely maintained by the city as part of on-going operations. Watercourses to be maintained by the City include those watercourses located within the City's public rights-of-way and private watercourses for which the City Council has legally accepted the maintenance responsibility.

27-23 Elective City Maintenance

The city may elect from time to time to mechanically clear privately owned watercourses where the malfunction of the watercourse could cause a hazard or where equipment is required which a private citizen may not have available. The city also may from time to time elect to make improvements to watercourses as necessary to protect life, health and property. Any such voluntary and isolated efforts by the city shall not be deemed to relieve the private property owner of continuing responsibility and liability for such watercourses under this chapter.

27-24 Private Watercourse Maintenance

In all cases other than watercourses routinely maintained by the City, the responsibility for maintenance and repair of watercourses, or portions of them, shall belong to the property owner on whose property the watercourse, or portion of a watercourse, is located. Privately owned watercourses in the City shall be properly maintained so that water will flow adequately and unimpeded through the watercourse. Owners of privately owned watercourses shall be responsible for the removal of accumulated debris, trash, vegetation (alive or dead), trees (dead or alive) or other materials that may alter and/or reduce the conveyance capacity of the watercourse during high flow events.

27-25 Private Watercourses Failure to Maintain

The failure to maintain private watercourses shall be considered a violation subject to the remedies in Article VII of this Chapter.

ARTICLE III – PRIVATE STORMWATER FACILITIES MAINTENANCE AGREEMENT

27-40. Findings

This Chapter requires the installation of post-construction BMP's for new development and redevelopment projects. As a permittee under the Small MS4 General Permit, the City is responsible for managing the volume and pollutant load of stormwater runoff that enters the City's storm drain system. In order to ensure the City's compliance with the Small MS4 General Permit, the City finds that stormwater facilities maintenance agreements for new development and redevelopment projects are required.

27-41 Private Stormwater Facilities Maintenance Agreement Required

The property owners of new development and redevelopment projects for which building permits have been issued shall enter into a Stormwater Facilities Maintenance Agreement with the City prior to the issuance of a Certificate of Occupancy. The Agreement shall be in a form approved by the City Council.

ARTICLE IV – PROHIBITED DISCHARGES

27-60 Prohibited Discharges

Except as provided in Section 27-61, it shall be unlawful for any person to make or cause to be made an illicit discharge of any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater into the City storm drain system, natural surface waters, or watercourses.

27-61 Exceptions to Prohibited Discharges

The following non-stormwater discharges to the City storm drain system or natural surface waters are exempt from otherwise applicable discharge prohibition set forth in Section 27-60:

(a) Any discharge regulated under an NPDES permit, waiver (including Conditional Waivers of Waste Discharge Requirements for Discharges from Irrigated Lands), or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency or under State authority, provided the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that prior approval has been granted by the City for any discharge to the storm drain system.

(b) The discharge of stormwater containing pollutants that has been reduced to the maximum extent practicable by the application of best management practices approved by the City.

(c) Any discharge from any of the following activities, unless the Administrator determines any otherwise exempt discharge causes or significantly contributes to violations of the Clean Water Act, Porter-Cologne Act, or this chapter, or conveys significant quantities or concentrations of pollutants to the City storm drain system, natural surface waters, or watercourses:

- (1) Water line flushing;
- (2) Landscape irrigation;

- (3) Diverted stream flow;
- (4) Rising groundwater;
- (5) Uncontaminated ground water infiltration (as defined in 40 CFR 35.2005(20));
- (6) Uncontaminated pumped groundwater;
- (7) Discharge from potable water sources;
- (8) Foundation drains;
- (9) Air conditioner condensate;
- (10) Irrigation water;
- (11) Water from natural springs;
- (12) Water from crawl space pumps;
- (13) Footing drains;
- (14) Lawn watering;
- (15) Individual residential car washing or fund raising car washes;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated swimming pool discharges; or
- (18) Discharges of flows from emergency fire fighting activities.

(d) Discharges in excess of an amount deemed by a reasonable person to be incidental runoff shall be controlled. Incidental runoff is defined as unintended amounts (volume) of runoff, such as minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design if it is due to excessive application, if it is due to intentional overflow, or if it is due to negligence. Parties responsible for controlling runoff shall detect leaks, properly design and aim sprinkler heads, not irrigate during precipitation events and correct and eliminate excess discharges within 72 hours of learning of the excess runoff.

(e) Any discharges that the Administrator, the City Health Officer or the Regional Board determines in writing are necessary for the protection of public health and safety.

(f) Any additional categories of non-stormwater discharges determined in writing by the Administrator, with written concurrence of the Regional Board, not to be sources of pollutants to the City storm drain system or natural surface waters.

27-62 Exception to Discharge Exemptions

Notwithstanding the exemptions provided for in Section 27-61 above, if the Regional Board or the Administrator determines that a discharge which is otherwise exempt from the prohibition on discharges causes or significantly contributes to the violation of any published Regional Board established Receiving Water Limitation or results in the conveyance of significant quantities or concentrations of pollutants into the City storm drain system or to natural surface waters, or is otherwise a danger to public health or safety, the Administrator may give written notice to the discharger that the exception shall not apply to the discharge at issue following expiration of the thirty (30) day period commencing upon delivery of the notice. Upon expiration of such thirty (30) day period, any such discharge shall be unlawful. Upon finding that any discharge poses an immediate significant threat to the environment or to public health and safety, the Administrator may waive the thirty (30) day waiting period and require immediate cessation of the discharge.

27-63 Threatened Prohibited Discharge

It shall be unlawful for any person to maintain, or cause to be maintained, a threatened prohibited discharge after having received notice per Section 27-62 of the Administrator's determination as to the existence of a threatened prohibited discharge.

27-64 Illicit Connections Prohibited.

(a) It shall be unlawful for any person to establish, use or maintain, or cause to establish, use or maintain, any illicit connection. Illicit connections shall be subject to removal or abatement by the City pursuant to Article VI of this chapter.

(b) The prohibition set forth in subsection (a) above shall apply to illicit connections in existence at the time this chapter becomes effective. Upon the effective date of the ordinance codified in this chapter, any person who maintains an illicit connection shall have thirty (30) days to disconnect and discontinue use of such connection or secure approval of such connection. Notwithstanding the provisions of this section, any person who maintains an illicit connection, as defined in Section 27-3, may apply to the City for a permit or written permission to continue the connection subject to applicable City Standards. The submission of a permit application is not a substitute for compliance with the provisions of this chapter and any applicable requirements of state, federal, and/or City law, irrespective of whether a permit application has been submitted, may be enforced under this chapter. No permit shall be issued for any connection or any physical facility or apparatus that is installed, intended, serves, or is known to convey a prohibited illicit discharge to the City storm drain system, natural surface waters, or watercourses in violation of this chapter or any provision of state or federal law.

27-65 Negligence or Intent Not Required.

A violation of the provisions of this chapter shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge.

27-66 Waste Discharge Prohibitions

No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the City storm drain system, natural surface waters, or waters of the United States, any refuse, rubbish, garbage, litter, green waste, or other discarded or abandoned objects, articles, and accumulations, so that the same may cause or contribute to stormwater pollution. Wastes deposited in streets in proper waste receptacles for purposes of municipal waste collection are exempted from this prohibition.

27-67 Discharges in Violation of Industrial or Construction Activity

Any person subject to an Industrial or Construction Activity NPDES Stormwater Discharge Permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Administrator: prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or at any other reasonable time as determined by the Administrator.

Article IV – Reduction of Pollutants in Stormwater

27-80 General requirements.

(a) The Administrator is authorized to designate as subject activities any activities, operations, or facilities identified as sources or potential sources of pollutant discharges to the City's storm drain system, natural surface waters, or watercourses. A subject activity may occur at a stationary facility or it may occur as a mobile activity that takes place at various job sites.

(b) All persons engaged in subject activities that may result in pollutants entering the City storm drain system, natural surface waters, or watercourses shall implement Best Management Practices (BMPs), to the maximum extent practicable, to prevent and/or reduce such pollutants from entering non-stormwater discharges and/or stormwater discharges in accordance with Section 27-82, Best Management Practices, below. The California Stormwater Quality Association has published four (4) stormwater best management practice handbooks covering construction, industrial and commercial, municipal, and new development and redevelopment that are approved for use by the Administrator to comply with this section.

(c) All BMPs shall be protected, inspected, and maintained to ensure continuous and fully effective performance as designed. A maintenance and inspection schedule for both dry and wet season BMPs shall be in writing, and a record shall be kept that includes the dates of inspection or maintenance, whether BMPs were inspected or maintained, a description of any maintenance activity, and the name of the inspector or maintenance foreman. This record shall be on a form approved by the Administrator and shall be made available to the Administrator upon request.

(d) Every person owning or occupying property adjacent to or through which a watercourse passes, shall keep and maintain that part of the watercourse within said property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly obstruct the flow of water through the watercourse. The property owner or occupant shall be responsible for obtaining and complying with any and all other local, State and/or federally required permits necessary for conducting such activities.

(e) Whenever the Administrator finds that a discharge of pollutants is taking place or has occurred that results in or resulted in pollutants entering the City storm drain system or natural surface waters, the Administrator shall require by written notice to the owner or occupant of the property that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Article VII of this Chapter.

(f) The Administrator shall by written notice require that persons engaged in subject activities and/or owning or operating designated facilities, which may cause or contribute to stormwater pollution, illicit discharges, and/or non-stormwater discharges into the City storm drain system, natural surface waters, or watercourses, to undertake at said person's expense such monitoring and analyses and furnish such reports to the Administrator as deemed necessary to determine compliance with this chapter.

27-81 Containment and Notification of Spills

(a) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or person conducting any subject activity that has information of any spill, release

or suspected release of pollutants or prohibited materials which result or may result in an illicit discharge into the City storm drain system or natural surface waters shall immediately take all reasonable action to ensure the discovery, containment, cleanup, and to otherwise minimize any such spill or release.

(b) In the event such a spill or release is of a hazardous material, said responsible person shall immediately notify emergency response officials of the incidence by means of emergency dispatch services (911). Said responsible person shall also notify the Administrator within twenty-four (24) hours at (530) 538-2430.

(c) For a non-hazardous prohibited material spill or release that has been contained and cleaned up, said responsible person shall notify the City Department of Public Works in person, by telephone, or facsimile no later than 5:00 p.m. the next business day. Notifications made in person or by telephone shall be confirmed by written notice within three (3) business days of the personal or telephoned notice.

(d) For any discharge subject to the reporting requirements of the State of California Water Code Sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this section.

27-82 Best Management Practices

(a) Any person performing construction activities for which a building permit and/or a grading permit has been issued shall implement appropriate Best Management Practices (BMPs) to prevent the discharge of pollutants, to the maximum extent practicable, from the site into the City storm drain system or natural surface waters.

(b) New development and redevelopment projects shall be required to implement post-construction BMPs to control the volume, rate, and potential pollutant load of stormwater runoff, including, but not limited to, requirements to minimize the generation, transport and discharge of pollutants. The owners or operators of facilities required to implement post-construction BMPs shall enter into a written maintenance agreement with the City for maintenance of such features pursuant to Section 27-41.

(c) Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (a) and (b) of this section, any person engaged in activities or operations, or owning or operating facilities or property which will or may result in pollutants entering the City storm drain system or natural surface waters shall implement BMPs to the maximum extent practicable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide at the owner's or operator's expense all reasonable protection from discharge of prohibited materials or other pollutants into the City storm drain system or natural surface waters.

(d) Any facility which demonstrates to the satisfaction of the Administrator that it is in compliance with a State or Federal NPDES permit waste discharge requirements or waiver from waste discharge requirements for stormwater discharges shall be deemed to have met the requirements of this chapter.

27-83 Administrative Rules and Regulations.

(a) The Administrator shall have the authority to implement all provisions of this chapter by promulgation of rules and regulations that are consistent with this chapter.

(b) Any rules and regulations proposed by the Administrator, or amendments thereof, shall be set for public hearing by the Board of Supervisors. The Board may adopt such rules and regulations by resolution. Notice of said hearing shall be published in a newspaper of general circulation ten (10) calendar days before the public hearing. Such notice shall provide a reasonable summary of the content of the rules and regulations. In addition, the Administrator shall make a reasonable effort to identify, notify, and provide copies to any industries that are specifically designated by the Administrator as subject to the proposed rules or regulations. However, neither the failure of the Administrator to provide such notice nor the failure to receive individual notice shall exempt an industry from a rule or regulation. No rules or regulations adopted by the Board of Supervisors, or amendments thereof, shall be enforced or become effective until thirty (30) calendar days following their adoption.

Article V – Inspection and Monitoring

27-100 Authority to Enter and Inspect.

(a) The Administrator, or the Administrator's representative, has authority to conduct inspections related to purposes of implementing this chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of the chapter, including, but not limited to, visual evidence of an actual or potential violation of any provision of this chapter, complaints received, knowledge or physical evidence of subject activities or other pollutant sources, random sampling, sampling in areas with evidence of stormwater contamination, illicit connections, discharge of non-stormwater to the City storm drain system or natural surface waters, or similar factors.

(b) In the event the owner, occupant or operator refuses the Administrator, or the Administrator's representative, entry to said property for purposes of conducting an inspection to determine compliance with this chapter, the Administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry by the use of an administrative inspection warrant or a criminal search warrant.

(c) Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the Administrator has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the Administrator or his or her designee may enter such premises at all reasonable times to inspect the same and to inspect and copy records relating to compliance with the provisions of this chapter. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the Administrator is hereby authorized to seek assistance from any court of competent jurisdiction to obtain such entry.

27-101 Authority to Sample and Test

Authorization is hereby given the Administrator to enter private property and to take any samples and perform any testing deemed necessary to aid in the pursuit of an investigation and to record site activities. Notwithstanding Section 27-80(f) above, which requires the person

owning, occupying, or operating the premises at his expense to supply the Administrator samples and testing results upon written notice, this section gives the Administrator the authority to enter private property and take such samples and perform such tests deemed necessary in a stormwater violation investigation.

27-102 City Inspection of Stormwater Conveyance System.

City staff will inspect and monitor the stormwater conveyance system to determine if illicit connections are present and if illicit discharges are entering the stormwater conveyance system, City storm drain system, or natural surface waters. If illicit discharges are detected, City staff will inspect the system to determine the source of the illicit discharge. City staff will notify the Administrator upon the detection of illicit connections and illicit discharges so that the provisions of this chapter can be implemented. Regular inspection of the stormwater conveyance system may also include periodic sampling of the stormwater to monitor its quality. The City may impose a fee (based upon a fee schedule adopted pursuant to Section 27-103) for inspections of private stormwater collection system discharges to the City system.

27-103 Fee Structure Authorized.

The Administrator may collect fees, if adopted by the City Council, to provide for the recovery of the City's costs associated with complying with the Small MS4 General Permit. The costs to the City include staff time to prepare and develop the various stormwater program elements, conduct inventories and inspections, and enforce the regulatory functions associated with implementation of this chapter.

Article VI - Violations, Enforcement and Abatement

27-120 Violations.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. A violation or failure to comply with any of the requirements of this chapter shall be subject to enforcement actions pursuant to Chapter 2 of the Oroville Municipal Code.

27-121 Violations Deemed a Public Nuisance.

In addition to the enforcement processes and penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance as defined in Chapter 14 of the Code may be summarily abated or restored by the City at the violator's expense, and/or civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the City.

27-122 Compliance With an Existing NPDES permit.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Administrator; prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the

facility; during any enforcement proceeding or action; or at any other reasonable time as determined by the Administrator.

27-123 Potential Violation of the Federal and/or State Stormwater Acts.

Any person who violates any provision of this chapter or any provision of any requirement issued pursuant to this chapter may also be in violation of the Clean Water Act and/or the Porter-Cologne Water Quality Control Act and may be subject to sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this chapter may also include written notice to the violator of such potential liability.

27-124 Enforcement Authority.

(a) Any person who violates a provision of this chapter is subject to either, administrative, civil, or criminal liability as provided in the Oroville Municipal Code.

(b) The Administrator is granted the authority to use any of the provisions of Sections 27-127 through 27-129 where appropriate, and/or Chapter 2 and Chapter 14 to correct violations of and to secure compliance with the provisions of this chapter.

27-125 Notice of Violation.

(a) Whenever the Administrator determines that any person has violated this chapter, or that a violation may occur, the Administrator may provide a warning to the person responsible for the condition giving rise to such violation or potential violation. At the Administrator's discretion such warning may include the distribution of educational materials to assist in future compliance with this chapter. Issuance of a warning shall not be a requirement prior to using any enforcement provisions of this chapter.

(b) Whenever the Administrator determines that a violation has occurred, or may occur, the Administrator may serve a Notice of Noncompliance to any person responsible for the violation or potential violation as specified in Chapter 2. Each Notice of Noncompliance may also contain the following information:

- (1) The date of the violation;
- (2) The address or a definite description of the location where the violation occurred;
- (3) The chapter section violated and a description of the violation;
- (4) A description of how the violation can be corrected;
- (5) A time limit by which the noncompliance shall be corrected;
- (6) A description of further enforcement and/or corrective actions to be taken by the City if noncompliance is not fully corrected by the time limit;
- (7) The name and signature of the individual preparing the Notice of Noncompliance; and
- (8) Notice of potential liability under the Clean Water Act or Porter-Cologne Water Quality Act.

(c) In lieu of or following the procedures set forth in subsections (a) and (b) above, if the Administrator finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the Administrator may order compliance by issuing a written notice of violation as specified in Chapter 2 to the responsible person. Such notice may also require without limitation the following:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) The violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination and the restoration of any affected property;
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation or maintenance of source control facilities or treatment BMP's.
- (7) Notice of potential liability under the Clean Water Act or the Porter-Cologne Water Quality Act.
- (8) The completion of required maintenance of a private watercourse pursuant to Section 27-24.

(d) If abatement for a violation and/or restoration of affected property is required, notices and deadlines for remediation or restoration shall be as specified in Chapter 2. Notices shall further advise that, should the violator fail to remedy or restore within the established deadline, the work will be done by the City or a contractor designated by the Administrator and the expense thereof shall be charged to the violator pursuant to Section 27-128 below.

27-126 Appeal.

Any person receiving a written notice of violation under Section 27-125 above, or aggrieved by any other action or determination of the Administrator, may appeal by filing a written notice of appeal as specified in Chapter 2. The appeal must be filed within thirty (30) calendar days of the notice, action or determination.

27-127 Abatement by City

If the violation has not been corrected pursuant to the requirements set forth in Section 27-125 above, or in the event of a denial of an appeal under Section 27-126, then City staff or a contractor designated by the Administrator may enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the Administrator or designated contractor to enter upon the premises for the purposes set forth above. In the event the person, owner, agent or person in possession refuses the Administrator or designated contractor said entry, the Administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry.

27-128 Charging Cost of Abatement and Leins

After abatement of the nuisance by the City, the Administrator shall notify the property owner of the cost of abatement, including administrative costs pursuant to Chapter 14. The bill shall also state that failure to pay the Abatement and Administrative Costs within _____ days from service of the bill may result in the recording of a lien and the placement of a special assessment against the property Chapter 14 and/or as provided for by State law.

27-129 Compensatory Action

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the Administrator may impose upon a violator alternative compensatory action, including but not

limited to performing storm drain stenciling or marking, attendance at compliance workshops or creek cleanups, or other activities that raise awareness of stormwater pollution.

27-130 Urgency Abatement.

The Administrator is authorized to require immediate abatement of any violation of this chapter that constitutes an immediate threat to the health, safety or well being of the public. If any such violation is not abated immediately as directed by the Administrator, the City is authorized to enter onto private property and to take any and all measures required to remedy the violation. In the event the person, owner, agent or person in possession refuses the Administrator or designated contractor said entry, the Administrator is hereby empowered to seek assistance from any court of competent jurisdiction to obtain such entry. Any expense related to such remediation undertaken by the City shall be fully reimbursed by the property owner and/or responsible party.

SECTION 2. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against it.

PASSED AND ADOPTED by the Oroville City Council at an adjourned regular meeting held on _____, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

**RE: REQUEST FROM A&M VAPES, INC. TO AMEND ORDINANCE NO.
1794 REGARDING ELECTRONIC CIGARETTES**

DATE: NOVEMBER 18, 2014

SUMMARY

The Council may consider a request from Aaron Andrus, President and CEO of A&M Vapes, Inc. to provide feedback on Mr. Andrus' presentation to the Council on October 17, 2014, requesting an amendment to Ordinance No. 1794 for the purpose of categorizing electronic cigarettes separate from the conventional cigarettes.

DISCUSSION

On October 17, 2013, Mr. Andrus gave a presentation to the City Council regarding his business and why he believes electronic cigarettes should not be categorized separately from conventional cigarettes and their associated products. Currently, per the Oroville Municipal Code (OMC) Section 12A-1 and Section 26-04.020(T), the City defines tobacco products and tobacco paraphernalia as follows:

- "Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of Smoking materials of all types, cigarette rolling machines, vaporizers and any other item designed for the Smoking, preparation, storing, or consumption of Tobacco Products. For the purpose of this chapter, electronic cigarette supplies are considered tobacco paraphernalia.
- "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence. For the purpose of this chapter, electronic cigarettes are

considered a tobacco product.

Additionally, per the OMC Section 26-16.190, a total of one smoke shop is allowed within the City limits for every 4,000 residents. In the event that the number of existing smoke shops per every 4,000 City residents exceeds the above limit, no additional smoke shops will be allowed within City limits until the number of smoke shops fall below the above threshold. Per the United States Census Bureau 2013 population estimates, the City of Oroville has a population of 16,061. With seven "smoke shops" currently within City limits, as defined per Section 26-04.020(S) of the OMC, the City's population growth within the City would need to reach a level that would allow for an additional smoke shop to locate within City limits per the threshold above or the number of smoke shops within City limits would need to decrease to a level that would allow for an additional smoke shop to locate within City limits per the threshold above.

The code amendment requested by Mr. Andrus is as follows:

- Redefine "vaporizing" as direct state transformation from an e-liquid into gaseous vapor state.
- Redefine "E-cigarettes" as vapor product
- Redefine "E-liquids" as vapor paraphernalia
- Set Vape shops total of 1 per 4,000 residents
- Prohibit sale of vaporizing products to minors under 18

In light of the above request, the Butte County Department of Public Health has submitted a letter strongly supporting the existing code to remain as is. The letter expresses their public health concerns if the code were to be amended as requested. The letter cites studies demonstrating the negative health effects that electronic nicotine delivery devices have on the public, particularly on children, and information on how other jurisdictions are addressing the sale and use of electronic smoking devices. **(Attachment B)**. Additionally, the Butte County Office of Education has also submitted a letter reflecting the same concerns, specifically regarding the dangers that electronic smoking devices pose to children, commending the Council for adoption of the existing policy as a model for other California municipalities, and recommending Ordinance No. 1794 not be amended **(Attachment C)**.

Staff recommends no change to the City's Ordinance No. 1794.

FISCAL IMPACT

The Cost of staff time to process a code amendment including required council action and legal notices is approximately \$2,400.

RECOMMENDATIONS

Provide direction to staff, if necessary.

ATTACHMENTS

- A – Request from Aaron Andrus
- B – Letter from Butte County Public Health
- C – Letter from Butte County Office of Education

EXHIBIT - A

Luis A.Topete

From: Aaron Andrus <aaron@amvapes.com>
Sent: Monday, October 13, 2014 1:55 PM
To: Linda Dahlmeier; Thil Y. Chan-Wilcox; Gordon Andoe
Cc: Jack Berry; Cheri Bunker; David W. Pittman; Allen JR. Simpson; Don Rust; Luis A.Topete
Subject: A&M Vapes feedback

Honorable Council Members,

I am writing to request feedback on the presentation I made to you on October 7th. We are very curious what direction the city is leaning in regards to the regulation of the e-cigarette industry and the redefinition as non tobacco products.

Respectfully,

Aaron Andrus
A&M Vapes, Inc.
530-809-4110



EXHIBIT - B

CATHY A. RAEVSKY, DIRECTOR

MARK A. LUNDBERG, M.D., M.P.H., HEALTH OFFICER

WWW.BUTTECOUNTY.NET/PUBLICHEALTH

202 MIRA LOMA DRIVE, OROVILLE, CA 95965

October 30, 2014

Mayor Dahlmeier and Councilors
c/o City of Oroville Administration
1735 Montgomery Street
Oroville, CA 95965

Mayor Dahlmeier and Council Members,

We understand you have been approached by a community member who requested that the definition of *tobacco* and *tobacco paraphernalia* exclude "vapes," tobacco products otherwise known as electronic nicotine delivery devices (ENDDs), in Oroville's tobacco retailer licensing (TRL) policy. The intent of this letter is to demonstrate our support for maintaining intact the protections Oroville's licensing program created to protect public health, especially those protections related to defining retailer density of tobacco-only retailers and including ENDDs as tobacco products in the policy definitions. We would also like to convey our concerns with the proliferation of ENDDs.

Our understanding is that your decision to define the number of tobacco-only retailers was made, in part, by your concerns about the density of tobacco retailers in Oroville, which is currently 1 tobacco retailer to every 240 adults. We can certainly understand that concern because the current state density of tobacco retailers to adults of 1 to 780 seems excessive. We support your decision to define the growth of tobacco-only retailers to a ratio of 1 for every 4,000 residents to reduce their saturation to protect your residents from conventional tobacco products as well as ENDDs, another type of tobacco product appropriately subject to Oroville's tobacco retailer licensing policy.

Most new ENDD users are youth and not smokers trying to quit smoking. Nationally, more than a quarter million youth who have never smoked cigarettes tried electronic cigarettes, one type of ENDD, and studies show that youth who use electronic cigarettes are twice as likely to use conventional cigarettes.ⁱ Current smokers are lured by unsupported claims made by ENDDs sellers that ENDDs assist with quitting smoking. ENDD users are perpetually exposed to highly addictive nicotine and chemicals known to the State of California to cause cancerⁱⁱ such as formaldehyde, acetaldehyde, lead, nickel, and chromium. They are also exposed to other chemicals that cause irritation of the skin, eyes, and respiratory system.

State news stories of child poisonings by e-juice are becoming more common. In fact, the California Poison Control System reported an increase in calls from 2-3 calls per month in 2012 to twelve calls per month in 2013 about child poisoning from e-juice.ⁱⁱⁱ Poisonings occur because e-juice containers lack child-resistant packaging and because of inconsistent labeling of nicotine levels in e-juice containers.

ENDDs strongly resemble conventional tobacco products in shape, size, and color. Users exhale an aerosol that looks much like smoke giving the appearance that the user is smoking cigarettes or other conventional tobacco products. Studies have shown that ENDD use has the potential to re-normalize tobacco use because of its similarity to conventional tobacco product use, especially if the location has enacted measures to de-normalize smoking.

We believe you share our concerns, which is why you acted to protect your residents. We support your decision to address the concerns. You are not alone. To date, over 71 jurisdictions within California require retailers to obtain a license to sell ENDDs^{iv} and at least 62 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations.^v You should be proud that Oroville is among those jurisdictions!

We support maintaining intact your licensing program to protect public health, especially the progressive density parameters for tobacco-only retailers and definitions that include ENDDs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark A. Lundberg", with a small "m" written to the right of the signature.

Mark A. Lundberg, MD MPH
Health Officer

ⁱ Centers for Disease Control and Prevention. September 8, 2014. More than a quarter-million youth who had never smoked a cigarette used e-cigarettes in 2013. Available at: <http://www.cdc.gov/media/releases/2014/p0825-e-cigarettes.html>

ⁱⁱ State of California Environmental Protection Agency, Office of Environmental Health Hazard Assessment, Safe Drinking Water and Toxic Enforcement Act of 1986. 2013. Chemicals known to the State of California to cause cancer or reproductive toxicity. Available at: http://oehha.ca.gov/prop65/prop65_list/files/P65single091313.pdf

ⁱⁱⁱ University of California, San Francisco. June 27, 2014. Child resistant packaging of electronic cigarette devices and refill liquid containers containing nicotine to prevent childhood. Available at: <https://tobacco.ucsf.edu/child-resistant-packaging-electronic-cigarette-devices-and-refill-liquid-containers-containing-nicot>

^{iv} American Lung Association in California, the Center for Tobacco Policy and Organizing. May 2014. Reducing Youth Access to Electronic Cigarettes Through Tobacco Retailer Licensing. Available at <http://center4tobaccopolicy.org/wp-content/uploads/2014/05/E-cigarettes-in-TRL-May-2014.pdf>

^v American Lung Association in California, the Center for Tobacco Policy and Organizing. May 2014. Local Policies on the Use of Electronic Cigarettes. Available at <http://center4tobaccopolicy.org/wp-content/uploads/2014/05/Local-Policies-on-Use-of-E-Cigs-May-2014.pdf>

EXHIBIT - C



Tim Taylor
Superintendent

Student Health & Prevention Programs

1870 Bird Street
Oroville, CA 95965
p: (530) 532-5840
f: (530) 532-5698
www.bcoe.org

Bruce Baldwin
Program Manager
p: (530) 532-5842
bbaldwin@bcoe.org

Heather Senske
Administrator
hsenske@bcoe.org

Board of Education

Amy Christianson
Ryne Johnson
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Betty Vassar
Mike Walsh

An Equal Opportunity Employer

October 29th, 2014

Dear Mayor Dahlmeier and Council members:

As someone who works with the youth of Oroville to prevent tobacco, drug and alcohol use I am deeply distressed to hear that the council has been asked to exclude vaping products or Electronic Nicotine Delivery Devices (ENDDs) from the city's current definition of tobacco products. I ask you PLEASE to not exclude vapes or ENDDs from your existing tobacco policy. By including ENDDs in your Tobacco Retail Licensing policy the City of Oroville became one of the first cities in California to ban the use of ENDDs in public places, a process that many other cities are now trying to emulate. Your policy is a model for other northern California municipalities that are considering passing strong policy to limit the promotion of and access to tobacco and look-alike products such as ENDDs.

I believe this issue to be critical. In 2013 the California Healthy Kids Survey asked, for the first time, how many students in Butte County currently use E-Cigs or other vaping devices. Nine percent of 9th graders and 13% of 11th graders reported that they use them currently, yet only 6% report current cigarette use. Clearly these potentially harmful devices, illegal for those under 18, are finding a whole new market with today's youth. Oroville's current ordinance ensures that stores keep these addictive devices behind the counter, making them harder for youth to obtain.

I am also concerned about the continued promotion of smoking and nicotine in our county, especially by companies that produce ENDDs. A recent report from the UCSF Medical School concluded that Butte County is among the top 10 counties with the highest cost of smoking per resident and the highest per resident cost for smoking related direct healthcare costs. We have the second highest rate of tobacco use of the 58 counties in California and these higher costs are directly attributed to Butte County's high smoking rate. ENDDs or vapes can only hurt our efforts to curb this dangerous addiction. And, they are dangerous! Statewide the number of calls to poison control centers for nicotine poisoning among children under the age of 5 have risen 10 times in the past year, nationally **poison control centers have gone from an average of 1 call related to nicotine poisoning a month in 2010 to an average of 215 calls PER MONTH for nicotine poisoning in 2014.** The candy flavors of e-juice are appealing to kids, but the liquid itself is highly toxic.

If the council would like more information on e-cigs or vaping I would be delighted to come and present an informational slideshow at your convenience. Meanwhile, please do not change your current policy to exclude vapes or any other electronic nicotine delivery devices, it will cost the city greatly if you do. Thank you for your commitment to the health of Oroville youth.

Sincerely,
Bruce Baldwin

City of Oroville
OCT 31 2014
Administration

WHERE CHILDREN COME FIRST

October 28, 2014

Randy Murphy
City Administrator, City of Oroville
1945 Montgomery Street
Oroville, CA 95965

Dear Randy:

In accordance with Section 6.1 of the Franchise Agreement between Recology (Oroville Solid Waste Disposal, Incorporated) and the City of Oroville, we will be adjusting our rates January 1, 2015.

The change reflects the cost of living increase of 1.69%. This is based on the U.S. Cities average for all urban consumers index published nearest to September 1 (August 2014 Index).

Please let me know if you would like any additional information.

Sincerely,



Victor Trujillo
Operations Manager

CC: Dave Vaughn
Ed Farewell
Joe Matz
Tom Norris

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

August 2014

ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Aug 2013	Jul 2014	Aug 2014	Jul 2014	Aug 2014	1 Month ending Aug 2014	Aug 2013	Jul 2014	Aug 2014	Jul 2014	Aug 2014	1 Month ending Aug 2014
U. S. City Average.....	233.877	238.250	237.852	2.0	1.7	-0.2	230.359	234.525	234.030	1.9	1.6	-0.2
(1967=100).....	700.593	713.691	712.498	-	-	-	686.169	698.580	697.105	-	-	-
Los Angeles-Riverside-Orange Co.....	239.219	243.727	243.556	2.0	1.8	-0.1	232.245	236.963	236.504	2.1	1.8	-0.2
(1967=100).....	706.758	720.079	719.571	-	-	-	686.354	700.298	698.942	-	-	-
West	236.591	241.850	241.660	2.3	2.1	-0.1	231.084	236.051	235.820	2.2	2.0	-0.1
(Dec. 1977 = 100)	382.436	390.937	390.630	-	-	-	371.801	379.794	379.421	-	-	-
West - A*	241.088	247.079	246.740	2.5	2.3	-0.1	234.142	239.691	239.327	2.4	2.2	-0.2
(Dec. 1977 = 100)	393.127	402.896	402.344	-	-	-	379.031	388.013	387.424	-	-	-
West - B/C** (Dec. 1996=100).....	142.228	144.435	144.317	1.8	1.5	-0.1	142.227	144.681	144.470	1.9	1.6	-0.1

BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Aug 2013	Jun 2014	Aug 2014	Jun 2014	Aug 2014	2 Months ending Aug 2014	Aug 2013	Jun 2014	Aug 2014	Jun 2014	Aug 2014	2 Months ending Aug 2014
San Francisco-Oakland-San Jose.....	246.072	253.317	253.354	3.0	3.0	0.0	242.903	250.085	249.877	2.9	2.9	-0.1
(1967=100).....	756.494	778.767	778.880	-	-	-	739.659	761.531	760.897	-	-	-
Seattle-Tacoma-Bremerton.....	242.767	247.642	247.185	2.0	1.8	-0.2	239.343	244.293	244.471	2.2	2.1	0.1
(1967=100).....	740.048	754.908	753.515	-	-	-	709.892	724.573	725.101	-	-	-

* A = 1,500,000 population and over
** B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Sep. 17, 2014. The next monthly releases are scheduled for Oct. 22, 2014. The next bi-monthly releases are scheduled for Nov. 20, 2014.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to www.bls.gov/bis/list.htm and sign up for the free on-line delivery service. For questions, please contact us at BLSinfoSF@BLS.GOV or (415) 625-2270.

**City of Oroville
Residential Rates**

CURRENT RESIDENTIAL RATES

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$12.75	\$3.13	\$0.00	\$1.80	\$17.68	\$2.04	\$0.44	\$0.25	\$0.00	\$20.41
2 x 32 - gallon can	18.11	3.13	0.00	3.60	24.84	2.84	0.44	0.25	0.00	28.37
3 x 32 - gallon can	21.32	3.13	0.00	5.40	29.85	3.39	0.44	0.25	0.00	33.93
1 x 64 -gallon cart	16.00	3.13	0.00	4.17	23.30	2.67	0.44	0.25	0.00	26.66
1 x 96 -gallon cart	16.83	3.13	0.00	4.81	24.77	2.83	0.44	0.25	0.00	28.29
1 Additional Can w/ 96-gal Cart	5.84			1.80	7.64	0.85	-	-	0.00	8.49
Back Yard Service	6.92			-	6.92	0.77	-	-	0.00	7.69
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)	-	-	0.00	(1.06)

**PROPOSED RATES - EFFECTIVE January 01, 2015
RESIDENTIAL RATES**

One Pickup per Week	Monthly Rate									
	Base Rate	C / S Recycling	C / S Green Waste	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
1 x 32 - gallon can	\$12.97	\$3.18	\$0.00	\$1.83	\$17.98	\$2.08	\$0.45	\$0.25	\$0.00	\$20.76
2 x 32 - gallon can	18.42	3.18	0.00	3.66	25.26	2.88	0.45	0.25	0.00	28.84
3 x 32 - gallon can	21.68	3.18	0.00	5.49	30.35	3.45	0.45	0.25	0.00	34.50
1 x 64 -gallon cart	16.27	3.18	0.00	4.24	23.69	2.71	0.45	0.25	0.00	27.10
1 x 96 -gallon cart	17.12	3.18	0.00	4.89	25.19	2.88	0.45	0.25	0.00	28.77
1 Additional Can w/ 96-gal Cart	5.94			1.83	7.77	0.86			0.00	8.63
Back Yard Service	7.04			-	7.04	0.78			0.00	7.82
Senior Citizen Discount	(0.95)			-	(0.95)	(0.11)			0.00	(1.06)

**City of Oroville
Commercial Can & Cart Rates**

CURRENT COMMERCIAL CAN & CART RATES

One Pickup per Week	Monthly Rate							Total Charge
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	
1 x 32 - gallon can	\$12.76	\$1.80	\$14.56	\$1.65	\$0.00	\$0.25	\$0.00	\$16.46
2 x 32 - gallon can	18.13	3.60	21.73	2.44	0.00	0.25	0.00	24.42
3 x 32 - gallon can	21.33	5.40	26.73	3.00	0.00	0.25	0.00	29.98
1 x 64 -gallon cart	16.01	4.17	20.18	2.27	0.00	0.25	0.00	22.70
1 x 96 -gallon cart	16.85	4.81	21.66	2.43	0.00	0.25	0.00	24.34
1 Additional Can w/ 96-gal Cart	5.84	1.80	7.64	0.85			0.00	8.49

**PROPOSED RATES - EFFECTIVE January 01, 2015
COMMERCIAL CAN & CART RATES**

One Pickup per Week	Monthly Rate							Total Charge
	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	
1 x 32 - gallon can	\$12.98	\$1.83	\$14.81	\$1.67	\$0.00	\$0.25	\$0.00	\$16.73
2 x 32 - gallon can	18.44	3.66	22.10	2.48	0.00	0.25	0.00	24.83
3 x 32 - gallon can	21.69	5.49	27.18	3.05	0.00	0.25	0.00	30.48
1 x 64 -gallon cart	16.28	4.24	20.52	2.31	0.00	0.25	0.00	23.08
1 x 96 -gallon cart	17.14	4.89	22.03	2.48	0.00	0.25	0.00	24.76
1 Additional Can w/ 96-gal Cart	5.94	1.83	7.77	0.86			0.00	8.63

**City of Oroville
Commercial Bin Rates**

**CURRENT
COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$82.81	\$153.44	\$224.09	\$294.69	\$365.33	\$476.26
Disposal	9.62	19.23	28.85	38.47	48.08	57.70
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$92.43	\$172.67	\$252.94	\$333.16	\$413.41	\$533.96
Franchise Fee	10.27	19.19	28.10	37.02	45.93	59.33
TOTAL	\$102.70	\$191.86	\$281.04	\$370.18	\$459.34	\$593.29
1.5 Cu Yd						
Base Rate	\$100.51					
Disposal	14.43					
Other	0.00					
Sub Total	\$114.94					
Franchise Fee	12.77					
TOTAL	\$127.71					
2.0 Cu Yd						
Base Rate	\$118.89	\$214.02	\$309.17	\$404.33	\$499.52	\$652.40
Disposal	19.23	38.47	57.70	76.93	96.17	115.40
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$138.12	\$252.49	\$366.87	\$481.26	\$595.69	\$767.80
Franchise Fee	15.35	28.05	40.76	53.47	66.19	85.31
TOTAL	\$153.47	\$280.54	\$407.63	\$534.73	\$661.88	\$853.11
3.0 Cu Yd						
Base Rate	\$154.92	\$274.63	\$394.32	\$514.05	\$633.74	\$828.34
Disposal	28.85	57.70	86.55	115.40	144.25	173.10
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$183.77	\$332.33	\$480.87	\$629.45	\$777.99	\$1,001.44
Franchise Fee	20.42	36.93	53.43	69.94	86.44	111.27
TOTAL	\$204.19	\$369.26	\$534.30	\$699.39	\$864.43	\$1,112.71
4.0 Cu Yd						
Base Rate	\$190.99	\$335.23	\$479.47	\$623.69	\$767.91	\$1,004.35
Disposal	38.47	76.93	115.40	153.87	192.34	230.80
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$229.46	\$412.16	\$594.87	\$777.56	\$960.25	\$1,235.15
Franchise Fee	25.50	45.80	66.10	86.40	106.69	137.24
TOTAL	\$254.96	\$457.96	\$660.97	\$863.96	\$1,066.94	\$1,372.39
6.0 Cu Yd						
Base Rate	\$263.16	\$456.41	\$649.74	\$843.04	\$1,036.72	\$1,356.36
Disposal	57.70	115.40	173.10	230.80	288.50	346.20
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$320.86	\$571.81	\$822.84	\$1,073.84	\$1,325.22	\$1,702.56
Franchise Fee	35.65	63.53	91.43	119.32	147.25	189.17
TOTAL	\$356.51	\$635.34	\$914.27	\$1,193.16	\$1,472.47	\$1,891.73

City of Oroville Commercial Bin Rates

RATES EFFECTIVE January 01, 2015 COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$84.22	\$156.05	\$227.90	\$299.70	\$371.54	\$484.36
Disposal	9.78	19.56	29.34	39.12	48.90	58.68
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$94.00	\$175.61	\$257.24	\$338.82	\$420.44	\$543.04
Franchise Fee	10.44	19.51	28.58	37.65	46.72	60.34
TOTAL	\$104.44	\$195.12	\$285.82	\$376.47	\$467.16	\$603.38
1.5 Cu Yd						
Base Rate	\$102.22					
Disposal	14.67					
Other	0.00					
Sub Total	\$116.89					
Franchise Fee	12.99					
TOTAL	\$129.88					
2.0 Cu Yd						
Base Rate	\$120.91	\$217.66	\$314.43	\$411.20	\$508.01	\$663.49
Disposal	19.56	39.12	58.68	78.23	97.79	117.35
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$140.47	\$256.78	\$373.11	\$489.43	\$605.80	\$780.84
Franchise Fee	15.61	28.53	41.46	54.38	67.31	86.76
TOTAL	\$156.08	\$285.31	\$414.57	\$543.81	\$673.11	\$867.60
3.0 Cu Yd						
Base Rate	\$157.55	\$279.30	\$401.02	\$522.79	\$644.51	\$842.42
Disposal	29.34	58.68	88.01	117.35	146.69	176.03
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$186.89	\$337.98	\$489.03	\$640.14	\$791.20	\$1,018.45
Franchise Fee	20.77	37.55	54.34	71.13	87.91	113.16
TOTAL	\$207.66	\$375.53	\$543.37	\$711.27	\$879.11	\$1,131.61
4.0 Cu Yd						
Base Rate	\$194.24	\$340.93	\$487.62	\$634.29	\$780.96	\$1,021.42
Disposal	39.12	78.23	117.35	156.47	195.59	234.70
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$233.36	\$419.16	\$604.97	\$790.76	\$976.55	\$1,256.12
Franchise Fee	25.93	46.57	67.22	87.86	108.51	139.57
TOTAL	\$259.29	\$465.73	\$672.19	\$878.62	\$1,085.06	\$1,395.69
6.0 Cu Yd						
Base Rate	\$267.63	\$464.17	\$660.79	\$857.37	\$1,054.34	\$1,379.42
Disposal	58.68	117.35	176.03	234.70	293.38	352.05
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$326.31	\$581.52	\$836.82	\$1,092.07	\$1,347.72	\$1,731.47
Franchise Fee	36.26	64.61	92.98	121.34	149.75	192.39
TOTAL	\$362.57	\$646.13	\$929.80	\$1,213.41	\$1,497.47	\$1,923.86

City of Oroville
Commercial Bin Rates, viz.:
Extra Pickup Rates

CURRENT EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$19.69	\$7.40	\$27.09	\$3.01	\$0.00	\$0.00	\$0.00	\$30.10
1.5 Cubic Yard Bin	21.44	\$11.10	32.54	3.62	0.00	0.00	0.00	\$36.16
2.0 Cubic Yard Bin	24.31	\$14.80	39.11	4.35	0.00	0.00	0.00	\$43.46
3.0 Cubic Yard Bin	29.91	\$22.19	52.10	5.79	0.00	0.00	0.00	\$57.89
4.0 Cubic Yard Bin	35.50	\$29.59	65.09	7.23	0.00	0.00	0.00	\$72.32
6.0 Cubic Yard Bin	46.97	\$44.39	91.36	10.15	0.00	0.00	0.00	\$101.51

PROPOSED RATES - EFFECTIVE January 01, 2015

EXTRA PICKUP RATES

Container Size	Charge per Pickup							Total Rate
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
1.0 Cubic Yard Bin	\$20.02	\$7.52	\$27.54	\$3.06	\$0.00	\$0.00	\$0.00	\$30.60
1.5 Cubic Yard Bin	21.80	\$11.28	33.08	3.68	0.00	0.00	0.00	\$36.76
2.0 Cubic Yard Bin	24.72	\$15.05	39.77	4.42	0.00	0.00	0.00	\$44.19
3.0 Cubic Yard Bin	30.42	\$22.57	52.99	5.89	0.00	0.00	0.00	\$58.88
4.0 Cubic Yard Bin	36.10	\$30.09	66.19	7.35	0.00	0.00	0.00	\$73.54
6.0 Cubic Yard Bin	47.77	\$45.14	92.91	10.32	0.00	0.00	0.00	\$103.23

Weight Allowances for Bins

Weight included in Charges above	Maximum Wt. / Bin		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
1.0 Cubic Yard Bin	500	0.250	\$0.0186	\$37.15
1.5 Cubic Yard Bin	750	0.375	0.0186	37.15
2.0 Cubic Yard Bin	1,000	0.500	0.0186	37.15
3.0 Cubic Yard Bin	1,500	0.750	0.0186	37.15
4.0 Cubic Yard Bin	2,000	1.000	0.0186	37.15
6.0 Cubic Yard Bin	3,000	1.500	0.0186	37.15

**City of Oroville
Debris Box Rates**

CURRENT DEBRIS BOX RATES - SINGLE PULL

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$114.62	\$12.21	\$126.83	\$14.09	\$0.00	\$0.00	\$0.00	\$140.92
6 Cubic Yards	139.34	24.41	163.75	18.19	0.00	0.00	0.00	181.94
15 Cubic Yards	223.49	61.03	284.52	31.61	0.00	0.00	0.00	316.13
20 Cubic Yards	244.73	81.37	326.10	36.23	0.00	0.00	0.00	362.33
22 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	319.64	122.06	441.70	49.08	0.00	0.00	0.00	490.78
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	370.84	162.75	533.59	59.29	0.00	0.00	0.00	592.88
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$47.43		47.43	5.27	0.00	0.00	0.00	\$52.70

PROPOSED RATES - EFFECTIVE January 01, 2015

DEBRIS BOX - Single Pull Rates

Debris Box Size	Base Rate	Disposal	Sub Total	Charge per Pull				Total Charge
				Franch Fee	HHaz	AB 939	Other	
3 Cubic Yards	\$116.57	\$12.41	\$128.98	\$14.33	\$0.00	\$0.00	\$0.00	\$143.31
6 Cubic Yards	141.71	\$24.82	166.53	18.50	0.00	0.00	0.00	185.03
15 Cubic Yards	227.29	62.06	289.35	32.15	0.00	0.00	0.00	321.50
20 Cubic Yards	248.89	\$82.75	331.64	36.85	0.00	0.00	0.00	368.49
22 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
25 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
30 Cubic Yards	325.07	\$124.12	449.19	49.91	0.00	0.00	0.00	499.10
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	377.14	\$165.50	542.64	60.29	0.00	0.00	0.00	602.93
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.24	\$0.00	48.24	5.36	0.00	0.00	0.00	\$53.60

Weight Allowances for Debris Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
3 Cubic Yards	825	0.413	\$0.0186	\$37.15
6 Cubic Yards	1,650	0.825	0.0186	37.15
15 Cubic Yards	4,125	2.063	0.0186	37.15
20 Cubic Yards	5,500	2.750	0.0186	37.15
22 Cubic Yards	6,050	3.025	0.0186	37.15
25 Cubic Yards	6,875	3.438	0.0186	37.15
30 Cubic Yards	8,250	4.125	0.0186	37.15
35 Cubic Yards	9,625	4.813	0.0186	37.15
40 Cubic Yards	11,000	5.500	0.0186	37.15
50 Cubic Yards	13,750	6.875	0.0186	37.15

**City of Oroville
Compactor Rates**

CURRENT COMPACTOR RATES - SINGLE PULL CHARGE PER LOAD

Bin / Box Size	Charge per Pull							Total Charge
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	191.26	133.16	324.42	36.05	0.00	0.00	0.00	\$360.47
20 Cubic Yards	221.84	177.54	399.38	44.38	0.00	0.00	0.00	\$443.76
22 Cubic Yards	283.23	195.29	478.52	53.17	0.00	0.00	0.00	\$531.69
25 Cubic Yards	366.75	221.93	588.68	65.41	0.00	0.00	0.00	\$654.09
30 Cubic Yards	375.22	266.31	641.53	71.28	0.00	0.00	0.00	\$712.81
35 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	499.85	355.08	854.93	94.99	0.00	0.00	0.00	\$949.92
50 Cubic Yards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$47.43		47.43	5.27	0.00	0.00	0.00	\$52.70

PROPOSED RATES - EFFECTIVE January 01, 2015

COMPACTOR - Single Pull Rates

Bin / Box Size	Charge per Pull							Total Charge
	Base Rate	Disposal	Sub Total	Franch Fee	HHaz	AB 939	Other	
4 Cubic Yards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n / a
6 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
15 Cubic Yards	194.51	\$135.41	329.92	36.66	0.00	0.00	0.00	366.58
20 Cubic Yards	225.61	\$180.54	406.15	45.13	0.00	0.00	0.00	451.28
22 Cubic Yards	288.04	\$198.59	486.63	54.07	0.00	0.00	0.00	540.70
25 Cubic Yards	372.98	\$225.68	598.66	66.52	0.00	0.00	0.00	665.18
30 Cubic Yards	381.60	\$270.81	652.41	72.49	0.00	0.00	0.00	724.90
35 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
40 Cubic Yards	508.35	\$361.08	869.43	96.60	0.00	0.00	0.00	966.03
50 Cubic Yards	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	n / a
Trip Charge	\$48.24	\$0.00	48.24	5.36	0.00	0.00	0.00	\$53.60

Weight Allowances for Compactor Boxes

Weight allowed in Charges above	Maximum Weight		Excess Weight Charge per	
	Pounds	Tons	Pound	Ton
4 Cubic Yards	2,400	1.200	\$0.0186	\$37.15
6 Cubic Yards	3,600	1.800	0.0186	37.15
15 Cubic Yards	9,000	4.500	0.0186	37.15
20 Cubic Yards	12,000	6.000	0.0186	37.15
22 Cubic Yards	13,200	6.600	0.0186	37.15
25 Cubic Yards	15,000	7.500	0.0186	37.15
30 Cubic Yards	18,000	9.000	0.0186	37.15
35 Cubic Yards	21,000	10.500	0.0186	37.15
40 Cubic Yards	24,000	12.000	0.0186	37.15
50 Cubic Yards	30,000	15.000	0.0186	37.15

Recology Butte Colusa Counties

PUBLIC DUMPING RATES

City of Oroville

Rates to become Effective January 01, 2015

Minimum Charge	\$10.25
Waste Containers	
<= 64 gal	\$10.25
> 64 gal	\$11.50
Up to 2 barrels	n / a
Up to 3 cans	n / a
Each Add'l Bbl	n / a
Each Add'l Can	n / a
Each Add'l Yard	n / a
Station Wagon	\$17.25
Small Pickup (6-ft Bed)	
Level or below bed top	\$20.50
Over bed top	33.25
Large Pickup (7 - 8 ft Bed)	
Level or below bed top	\$33.25
Over bed top	50.75
Trailers (per cu yd)	\$16.25
Comm'l Vehicles (per Ton)	\$54.25
Appliances [Includes furniture and mattresses] (Each)	\$15.25
Freon Appliances (Each)	\$43.00
Stumps > 24" diam.	\$17.25
Green Waste	\$8.00
Green Waste Pickup Load	
Level or below bed top	\$13.00
Over bed top	\$16.00
Wire (per roll or bundle)	\$17.25
Tires	
15" or smaller	\$3.25
15" - 17"	12.50
17" - 24"	24.50
> 24"	Quote

Scale operator reserves right to charge all vehicles by the ton depending on the type of waste material.



Tim Taylor
Superintendent

Student Health & Prevention Programs

1870 Bird Street
Oroville, CA 95965
p: (530) 532-5840
f: (530) 532-5698
www.bcoe.org

Bruce Baldwin
Program Manager
p: (530) 532-5842
bbaldwin@bcoe.org

Heather Senske
Administrator
hsenske@bcoe.org

Board of Education

Amy Christianson
Ryne Johnson
Jeannine MacKay
Brenda J. McLaughlin
Roger Steel
Betty Vassar
Mike Walsh

October 29th, 2014

Dear Mayor Dahlmeier and Council members:

As someone who works with the youth of Oroville to prevent tobacco, drug and alcohol use I am deeply distressed to hear that the council has been asked to exclude vaping products or Electronic Nicotine Delivery Devices (ENDDs) from the city's current definition of tobacco products. I ask you PLEASE to not exclude vapes or ENDDs from your existing tobacco policy. By including ENDDs in your Tobacco Retail Licensing policy the City of Oroville became one of the first cities in California to ban the use of ENDDs in public places, a process that many other cities are now trying to emulate. Your policy is a model for other northern California municipalities that are considering passing strong policy to limit the promotion of and access to tobacco and look-alike products such as ENDDs.

I believe this issue to be critical. In 2013 the California Healthy Kids Survey asked, for the first time, how many students in Butte County currently use E-Cigs or other vaping devices. Nine percent of 9th graders and 13% of 11th graders reported that they use them currently, yet only 6% report current cigarette use. Clearly these potentially harmful devices, illegal for those under 18, are finding a whole new market with today's youth. Oroville's current ordinance ensures that stores keep these addictive devices behind the counter, making them harder for youth to obtain.

I am also concerned about the continued promotion of smoking and nicotine in our county, especially by companies that produce ENDDs. A recent report from the UCSF Medical School concluded that Butte County is among the top 10 counties with the highest cost of smoking per resident and the highest per resident cost for smoking related direct healthcare costs. We have the second highest rate of tobacco use of the 58 counties in California and these higher costs are directly attributed to Butte County's high smoking rate. ENDDs or vapes can only hurt our efforts to curb this dangerous addiction. And, they are dangerous! Statewide the number of calls to poison control centers for nicotine poisoning among children under the age of 5 have risen 10 times in the past year, nationally **poison control centers have gone from an average of 1 call related to nicotine poisoning a month in 2010 to an average of 215 calls PER MONTH for nicotine poisoning in 2014.** The candy flavors of e-juice are appealing to kids, but the liquid itself is highly toxic.

If the council would like more information on e-cigs or vaping I would be delighted to come and present an informational slideshow at your convenience. Meanwhile, please do not change your current policy to exclude vapes or any other electronic nicotine delivery devices, it will cost the city greatly if you do. Thank you for your commitment to the health of Oroville youth.

Sincerely,
Bruce Baldwin

City of Oroville
OCT 31 2014
Administration



City of Oroville

NOV -4 2014

Administration

November 4, 2014

Mr. Randy Murphy
City Manager
City of Oroville
1735 Montgomery St.
Oroville CA 95965

Dear Mr. Murphy:

I just wanted to take a moment to commend several of your city staff members who I have had the pleasure of receiving assistance from over the past few weeks. First of all, I would like to thank **Paula Atterberry** for helping me on two occasions with some important information regarding building permits. I represent some residential and commercial development properties in town, and at one point needed some quick information on the number of permits in the past two years. Not only did Paula quickly and efficiently help me with my request, she also had a very positive, "can do" attitude that I greatly appreciated. In fact, I have worked with Paula many times over the years, and she has always represented the city well.

I would also be remiss if I didn't acknowledge and thank **Gary Layman, Don Rust, and Ron Belser**, in partnership with STARS, the Butte County Jail and the Code Enforcement Division for the fine clean-up work done in the ditch next to 2351 Washington Ave. I was greatly pleased and surprised at how well your crews responded my request to address a transient problem and remove trash and graffiti in the area. Please extend my gratitude to them as well.

Too often people complain, so I believe it is only right to compliment exceptional public service when I see it. I would appreciate it if you would pass on my words of appreciate to your staff for a job well done.

Many thanks.

Sincerely,

A handwritten signature in black ink that reads 'Mike Donnelly'.

Mike Donnelly



CALIFORNIA WATER SERVICE COMPANY

2632 WEST 237TH STREET • TORRANCE, CA 90505
E-MAIL: CONSERVATION@CALWATER.COM

CONSERVATION DEPARTMENT

RECEIVED

NOV 04 2014

CITY OF OROVILLE
BUILDING DEPT.

November 4, 2014

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

Dear Mr. Murphy

I am writing to update you on the various ways California Water Service Company (Cal Water) has responded to the drought since our previous letter to you in May. We wanted to make sure you are aware of our efforts to educate our customers and the multitude of water conservation programs we offer. In addition, we wanted to offer to provide our assistance in assuring that residents are complying with the water use restrictions recently adopted by the State Water Resources Control Board.

Customer Outreach

Since Governor Brown declared a drought emergency earlier this year, we have rolled out a robust customer outreach plan, which builds upon the customer communications we conduct every year, even when we are not in a drought. This year, our outreach has included:

- Bill inserts
- Press releases
- Social media updates
- Print advertising
- Radio advertising
- Public service announcements
- A dedicated page on calwater.com about the drought
- Instructional videos

We also have informational table tents for local restaurants to support the requirement that they only serve water to customers upon request. In the coming months, we plan to reach out to targeted customers who use relatively large amounts of water, and we are launching a new school education program. Finally, we offer our customers a number of tools to help them manage their water use. These include everything from conservation kits that contain water-efficient plumbing fixtures to rebates on water-efficient appliances and devices.

These programs support both our short- and long-term water supply planning in our Oroville System. The programs implemented from 2011 to 2013 are expected to save about 41,000,000 gallons of water over their lifetime. In 2013, customer demand was 292 gallons per capita per day, which was down 9% from 2004. Since the Governor's declaration, our customers have decreased demand by 19%, and in September, demand was down 13% compared to the same month last year.

Prohibited Uses of Water

We have taken additional steps to help ensure that water is not being wasted. In January, before the Governor's declaration, we activated our drought response team. In March, we moved to Stage 2 of our Water Shortage Contingency Plan. In April, we requested that the California Public Utilities Commission (Commission), the independent state agency that regulates Cal Water, allow us to add a rule to our tariffs that outlines how we will respond when customers are deemed to be wasting water. This new Rule 14.1 became effective on May 1, 2014. The rule specifies a number of unauthorized uses of water, including:

- Use of excessive water due to unrepaired leaks or defective irrigation systems
- Use of water that results in run-off into gutters or streets
- Washing of vehicles without use of a shut-off nozzle
- Use of water for washing hard-surfaced areas such as driveways and sidewalks
- Use of water for filling decorative lakes or ponds
- Use of water for decorative fountains that do not utilize a recirculation system
- Use of water for filling or refilling swimming pools

Although we are using an education-first approach, the rule also outlines certain enforcement measures, including the installation of flow-restricting devices or discontinuation of service, which can be implemented if customers repeatedly waste water. We notified our customers of this rule and prohibited uses of water via a bill insert in May and June.

The State Water Resources Control Board (Board) approved emergency regulations on the drought in July. The regulations outline four prohibited uses of water, all of which were already prohibited under the rule we implemented in May. In addition, the Board's regulations established that violating the restrictions is a criminal infraction, punishable by a fine of up to \$500. We notified our customers of these regulations via bill insert in August. In addition, we are adding a water waste reporting form to our web site to help us identify situations where we may be able to work with customers to help prevent water waste.

Cooperative Enforcement

Following the action by the Board, the Commission adopted a resolution in August that directed us to coordinate with local agencies on the enforcement of the Board's regulations. Because violations of the regulations are deemed criminal infractions, Cal Water does not have any independent authority to impose the fines authorized by the Board. We would, however, be pleased to work directly with local enforcement agencies in our service area. If you would like us to provide information on reported waste of water violations, please do not hesitate to get in touch with Toni Ruggle, Cal Water's Manager, at (530) 533-4034 to coordinate the sharing of information.

We are closely monitoring water supplies to ensure we can continue to meet customers' needs. We look forward to continuing to build upon our conservation programs and are committed to supporting our customers' conservation efforts as part of our plan to provide a reliable water supply, both during the drought and for years to come.

Sincerely,



Ken Jenkins
Conservation Manager