

Click on the agenda item in the index to the left for agenda item details.



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

JANUARY 6, 2015

8:00 P.M.

AGENDA

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

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 DECEMBER 16, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **CANVASSING THE VOTES FROM THE NOVEMBER 4, 2014 CITY OF OROVILLE ELECTION** - resolution

The Council may consider adopting a resolution canvassing and confirming the results of the November 4, 2014 Oroville Election. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8316 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.**

3. RATIFICATION OF THE TIRE-DERIVED PRODUCT GRANT APPLICATION – staff report

The Council may consider a new Resolution for the submission of a Tire-Derived Product Grant Application to CalRecycle in the amount of \$36,000. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8310 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF OROVILLE IS ELIGIBLE TO APPLY FOR.**

4. RATIFICATION OF THE OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS FUNDING APPLICATION – staff report

The Council may consider ratifying the submission of the Oroville Recycling Market Development Zone – Zone Incentive Funds Funding Application, dated November 11, 2014, in the amount of \$4,250. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8317 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO FISCAL YEAR 2014 – 2015 CALRECYCLE CITY OF OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS FUNDING APPLICATION AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE ALL PROGRAM DOCUMENTS.**

5. NEW DONATIONS TO VARIOUS CITY MUSEUMS – staff report

The Council may consider new donations to various City museums. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Accept the new donations to various City museums, as indicated in the January 6, 2015 staff report.**

6. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY– staff report

The Council may consider an Amendment to the Professional Services Agreement with Reinard W. Brandley, in the amount of \$20,600, for engineering services relating to the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8318 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$20,600, FOR ENGINEERING SERVICES RELATING TO THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-11).**

7. MEMORIAL PLAQUE TO BE PLACED IN THE NANCY PRICE COACH ROOM TO HONOR CITY DOCENTS – staff report

The Council may consider the placement of a wooden memorial plaque to be placed in the Nancy Price Coach Room to honor City of Oroville Docents. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase and installation of a wooden memorial plaque to be placed in the Nancy Price Coach Room to honor City of Oroville Docents.**

8. INTERNATIONAL COUNCIL OF SHOPPING CENTER EVENTS IN EARLY 2015 – staff report

The Council may consider allowing members of the Executive Management staff to attend the 2015 International Council of Shopping Center Monterey Idea Exchange in Monterey, CA and RECon: "The Future Starts Now" – Las Vegas, NV RECon events. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize staff to make arrangements to attend the 2015 ICSC Monterey Idea Exchange in Monterey, CA. and RECon: "The Future Starts Now" – Las Vegas, NV. events.**

OATH OF OFFICE FOR THE NEWLY ELECTED COUNCIL MEMBERS

The *Oath of Office* will be administered to newly elected **Mayor, Linda L. Dahlmeier, Council Members Jack Berry, Art Hatley and Marléne Del Rosario and Treasurer, Karolyn Fairbanks.**

PROCLAMATION / PRESENTATION

A Proclamation in recognition and appreciation of **Gordon Andoe.**

A Proclamation in recognition and appreciation of **Cheri Bunker.**

NOMINATION AND SELECTION OF VICE MAYOR

3. APPOINTMENT OF VICE-MAYOR – staff report

The Council will nominate and select a Vice Mayor for the Oroville City Council. **(Scott Huber, City Attorney)**

Council Action Requested: **Nominate and select a member of the City Council to serve as Vice Mayor for the City of Oroville.**

PUBLIC HEARINGS - None

REGULAR BUSINESS - None

SUCCESSOR AGENCY – None

MAYOR/ COUNCIL REPORTS

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- League of California Cities, received December 16, 2014
- League of California Cities, received December 29, 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 54956.9(a), the Council will meet with the City Administrator, Director of Community Development, Director of Public Safety and the City Attorney relating to existing litigation: Save Oroville Trees, et al., v. City of Oroville and Oroville City Council, et al., Butte County Superior Court, Case No. 163550.
2. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, Director of Community Development, Director of Public Safety and the City Attorney relating to existing litigation: Pacific Gas and Electric Company v. Save Oroville Trees, et al., Butte County Superior Court, Case No. 163598.
3. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator, Director of Community Development, Director of Public Safety 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, January 20, 2014 at 5:00 p.m.

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

**CITY COUNCIL MEETING MINUTES
DECEMBER 16, 2014 – 5:00 P.M.**

The agenda for the December 16, 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 Friday, December 12, 2014, at 2:30 p.m.

The December 16, 2014 regular meeting of the Oroville City Council was called to order by Vice Mayor Wilcox at 5:09 p.m.

ROLL CALL

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

Staff Present:

Randy Murphy, City Administrator
Bill La Grone, Director of Public Safety
Donald Rust, Director of Community Development
Luis Topete, Associate Planner
Karolyn Fairbanks, Treasurer
Dean Hill, Jr., Assistant Fire Chief

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Ruth Wright, Director of Finance
Allen Byers, Assistant Police Chief
Glenn Lazof, Finance Project Manager

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of the Oroville Boxing Club.

PROCLAMATION / PRESENTATION

Joe Wilson, Pacific Gas & Electric Company Government Relations Representative, gave a presentation relating to their Pipeline Safety Program.

The following individuals spoke in opposition to PG&E removing Sycamore trees along Feather River Boulevard:

Duane Jones
Sue Gunn
Danile Ballard
Kirk Draper
Alan Carwright
Theresa Horton

Jill Allen
Gloria Rutenschror
Dawn Garcia
Linda Draper
Celia Hirschman
Marlee Braxton

Bill Bynum
Dennis Rutenschror
Allen Young
Leslie Kuykendall
Placiolo Torres

Mark Brackett
Greta Howard
Tasha Levinson
Mathew Trum
Starr Sullens

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Steve Horn – Item No. 10

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Bunker, to approve the following Consent Calendar, with exception to Item No. 5, 6 and 8:

1. **APPROVAL OF THE MINUTES OF THE DECEMBER 2, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY** – staff report

The Council considered an Environmentally Preferable Purchasing and Practices Policy. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8309 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES POLICY.**

3. **RATIFICATION OF THE TIRE-DERIVED PRODUCT GRANT APPLICATION** – staff report

The Council considered ratifying the submission of a Tire-Derived Product Grant Application to CalRecycle on December 3, 2014 in the amount of \$36,000. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8310 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO THE FISCAL YEAR 2014-2015 TIRE-DERIVED PRODUCT GRANT.**

4. **AMENDMENT TO AIRPORT GROUND LEASE WITH PAUL SATUR** – staff report

The Council considered a Amendment to the Airport Ground Lease Agreement with Paul Satur, Trustee of the Paul Satur Revocable Trust, reassigning the Lease to Priss Harman. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8311 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AIRPORT GROUND LEASE AGREEMENT WITH PAUL SATUR, TRUSTEE OF THE PAUL SATUR REVOCABLE TRUST, REASSIGNING THE LEASE TO PRISS HARMAN – (Agreement No. 1746-2).**

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

7. **INVESTMENT POLICY ADOPTION FOR 2015 – staff report**

The Council considered adopting the 2015 Investment Policy for the City of Oroville. **(Karolyn Fairbanks, City Treasurer)**

Council Action Requested: **Adopt Resolution No. 8312 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE 2015 INVESTMENT POLICY FOR THE CITY OF OROVILLE.**

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

9. **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUALITY CODE PUBLISHING – staff report**

The Council considered an Amendment to the Professional Services Agreement with Quality Code Publishing to provide codification services relating to the City's Municipal Code, in an amount not to exceed \$15,550. **(Randy Murphy, City Administrator and Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Adopt Resolution No. 8313 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUALITY CODE PUBLISHING TO PROVIDE CODIFICATION SERVICES RELATING TO THE CITY'S MUNICIPAL CODE, IN AN AMOUNT NOT TO EXCEED \$15,550 – (Agreement No. 3027-1).**

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
Noes: None
Abstain: None
Absent: Mayor Dahlmeier

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. **UPDATE TO THE CITY OF OROVILLE'S MUNICIPAL SERVICE REVIEW AND SPHERE OF INFLUENCE – staff report**

The Council received information regarding the approval by the Butte Local Agency Formation Commission of the City of Oroville's updated Municipal Service Review and Sphere of Influence. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

At the request of Council Member Andoe and Council Member Bunker, this item was removed from the Consent Calendar for questions, which were answered by staff.

6. **TIME EXTENSION OF THE INTERIM NEGOTIATION PERIOD OF THE MASTER LEASE AGREEMENT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE OROVILLE STATE THEATRE– staff report**

The Council received a report regarding the need for a time extension to complete negotiations with the State Theatre Arts Guild, Inc. to take over the operation, maintenance and management of the Oroville State Theatre. **(Donald Rust, Director of Community Development)**

At the request of Council Member Bunker, this item was removed from the Consent Calendar for questions, which were answered by staff.

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

Direct staff to continue to negotiate the Final Master Lease Agreement with the State Theatre Arts Guild, Inc. for the operation, maintenance and management of the Oroville State Theatre.

The motion was passed by the following vote:

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

8. DECLARATION AND DISPOSAL/DONATION OF SURPLUS PROPERTY – staff report

The Council considered the declaration and disposal/donation of items listed on the Surplus Property List. **(Randy Murphy, City Administrator and Tyson Pardee, IT Manager)**

At the request of Council Member Bunker, this item was removed from the Consent Calendar for questions, which were answered by staff.

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

Declare the items listed as surplus and authorize that the items be added to the Surplus Property List and donated or disposed of.

The motion was passed by the following vote:

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

PUBLIC HEARINGS - None

REGULAR BUSINESS

10. REQUEST FROM COMPREHENSIVE MANAGEMENT, INC. TO PURCHASE CITY-OWNED PROPERTY FOR THE DEVELOPMENT OF A PARKING LOT – staff report

The Council considered a request from Dr. Steven H. Horn to purchase a City-owned property, identified as APN: 012-160-055, for the development of a parking lot to service his existing business, Comprehensive Management, Inc. located at 1877 Myers Street. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Applicant, Dr. Steven H. Horn, answered questions pertaining to the development of a parking lot to service his existing business, Comprehensive Management, Inc. located at 1877 Myers Street.

Following discussion, the Council directed staff to continue to work with the Applicant on the potential purchase of City-owned property, identified as APN: 012-160-055, for the development of a parking lot to service his existing business, Comprehensive Management, Inc.

11. OUTDOOR BOAT STORAGE LAND USE ENTITLEMENT AND PAYMENT PLAN – staff report

The Council provided staff with direction regarding a required land use entitlement for the outdoor storage of boats at 2319 W. Lincoln Street (APN 012-230-012) and consider a payment plan for the processing of a use permit. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

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

- 1. Require the Applicant to abide with the use permit approval process for the intended land use of outdoor boat storage per Oroville Municipal Code section 26-16.140(B); and**
- 2. Adopt Resolution No. 8314 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A USE PERMIT PAYMENT PLAN FOR THE BUSINESS IDENTIFIED AS “PRECISION CRAFT BOATWORKS” LOCATED AT 2139 W. LINCOLN STREET.**

The motion was passed by the following vote:

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

12. PURCHASE OF NEW POLICE VEHICLES, FIRE VEHICLE AND PUBLIC WORKS VEHICLES – staff report

The Council considered the purchase of (12) 2015 Ford Police Interceptor Utility vehicles, (1) 2015 Ford F350 Fire vehicle, (1) 2015 Ford F150 Public Works vehicle, and (2) 2015 Ford F350 Parks and Trees Dump Trucks from Oroville Ford. **(Bill La Grone, Director of Public Safety and Donald Rust, Director of Community Development)**

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

1. **Authorize the Public Safety Department to purchase of (13) Police/Fire vehicles from Oroville Ford utilizing State Contract pricing and authorize the “piggy back” purchase of emergency equipment and installation from Lehr Auto Electric and Emergency Equipment utilizing the City of Woodland’s Purchase Agreement, pursuant to Government Code section 54205.**
2. **Authorize the Public Works Department purchase of (3) Public Works vehicles from Oroville Ford utilizing State Contract pricing.**
3. **Authorize the City Purchasing Officer to dispose of vehicles which may be surpluses following the purchase of said vehicles.**
4. **Authorize the Finance Director to adjust affected budgets, as necessary.**

The motion was passed by the following vote:

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

13. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR NOVEMBER 2014 – reports attached

The Council receive and acknowledged receipt of the Monthly Summary of Investments and the Monthly Financial Reports for November 2014. **(Ruth Wright, Director of Finance)**

SUCCESSOR AGENCY

14. ADOPTION OF REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN – staff report

The Commission considered the revised Long-Range Property Management Plan, which includes four additional properties, pursuant to Health and Safety Code section 34191.5 for the liquidation of non-housing physical property assets of the former Oroville Redevelopment Agency. **(Rick Farley, RDA Coordinator)**

A motion was made by Commissioner Bunker, seconded by Commissioner Berry, to:

Adopt Resolution No. 14-07 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5.

The motion was passed by the following vote:

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

15. BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY FOR THE USE OF EXCESS BOND PROCEEDS- staff report

The Council/Commission considered a Bond Expenditure Agreement between the City of Oroville and the Oroville Successor Agency for the transfer of approximately \$3,368,183 of excess bond proceeds to the City of Oroville for implementation of projects consistent with the original bond covenants. **(Rick Farley, RDA Coordinator)**

A motion was made by Commissioner/Council Member Bunker, seconded by Commissioner/Council Member Berry, to:

- 1. Adopt Resolution No. 8315 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY – (Agreement No. 3099).**
- 2. Adopt Resolution No. 14-08 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE THE BOND EXPENDITURE AGREEMENT BETWEEN THE OROVILLE SUCCESSOR AGENCY AND THE CITY OF OROVILLE– (Agreement No. 14-01).**

The motion was passed by the following vote:

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

16. PROCEEDINGS FOR REFUNDING CERTAIN TAX ALLOCATION BONDS – staff report

The Commission considered the issuance of bonds in order to refund the former Redevelopment Agency's 2002 Loan Obligation, 2004A Loan Obligation and 2004B Loan Obligation, approving the execution and delivery of an indenture of trust, and authorizing certain other actions in connection therewith. **(Rick Farley, RDA Coordinator)**

A motion was made by Commissioner Bunker, seconded by Commissioner Berry, to:

Adopt Resolution No. 14-09 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS, AND APPROVING THE FORM OF AN INDENTURE OF TRUST AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

The motion was passed by the following vote:

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

MAYOR/ COUNCIL REPORTS

Council Member Pittman gave a brief update on a recent study conducted by the Japanese Government relating to the impacts of vaporizing (e-cigarettes).

Council Member Simpson commended Laurie Sousa and the Kiwanis Club for their participation in the Fire Hydrant Painting Project.

Council Member Pittman commended the City staff for completing the City Park Trail Clean-Up Project.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report
- Public Safety Department – activity report

Director of Public Safety, Bill La Grone, commended Assistant Fire Chief, Dean Hill, Jr. for assisting community businesses during the recent winter storms.

City Attorney, Scott E. Huber, gave a brief report on the City's compliance with SB 7 (Steiberg) relating to the Labor Code and Public Works.

UPCOMING EVENTS

Oroville Economic Development Corporation (OEDCo) Annual Awards Dinner – March 5, 2015

CORRESPONDENCE

- Department of Housing & Community Development, received December 1, 2014
- Comcast, received December 4, 2014
- Pacific Gas & Electric Company, received December 8, 2014
- Butte County Department of Public Health, received December 10, 2014

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

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: Public Safety Director.
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: Community Development Director.
4. Pursuant to Government Code Section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the property identified as 2066 Bird Street, Oroville.
5. 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: Raymond Redwine v. Gil Zarate, Butte County Superior Court, Case No. 163119.
6. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – three cases.

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

ADJOURNMENT

The meeting was adjourned at 8:57 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, January 6, 2015, at 7:00 p.m.

Randy Murphy, City Clerk

Linda L. Dahlmeier, Mayor

**CITY OF OROVILLE
RESOLUTION NO. 8316**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 4, 2014 CANVASSING AND DECLARING THE RESULTS

WHEREAS, a General Municipal Election consolidated with the Statewide General Election was held and conducted in the City of Oroville, California, on Tuesday, November 4, 2014, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections; and

WHEREAS, pursuant to Resolution No. 8210, adopted May 6, 2014, the County Clerk canvassed the returns of the election and has certified the results to this City Council, a copy of which is marked Exhibit A and attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville, does resolve, declare, determine and order as follows:

Section 1. The election results set forth in Exhibit A are accepted, the following officers are declared elected:

- 1) Linda L. Dahlmeier, Mayor
- 2) Jack Berry, City Council Member
- 2) Art Hatley, City Council Member
- 3) Marlène Del Rosario, City Council Member
- 4) Karolyn Fairbanks, Treasurer

Section 2. The City Clerk shall attest to the adoption of this Resolution.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

/

/

/

CC-2

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Administrator



**Certification of
County Clerk-Recorder/Registrar of Voters
to the Results of the Canvass
of the November 4, 2014
Consolidated General Election**

STATE OF CALIFORNIA } ss.
County of Butte

I, Candace J. Grubbs, County Clerk-Recorder/Registrar of Voters of Butte County, do hereby certify that, in pursuance of the provisions of California Elections Code Section 15300, et. seq., I did canvass the results of the votes cast in the Consolidated General Election held in Butte County on November 4, 2014, for the contests and measures that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I, hereby set my hand and official seal this 20th day of November, 2014, at Oroville, California.




Candace J. Grubbs
County Clerk-Recorder/Registrar of Voters
County of Butte, State of California

Help America Vote Act of 2002 Certification of Elections Official

STATE OF CALIFORNIA }
County of Butte } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483),

I, Candace J. Grubbs, County Clerk-Recorder/Registrar of Voters for the County of Butte, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 4th day of November 2014 in the County of Butte, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 21st day of November, 2014 at the County of Butte.




Registrar of Voters
County of Butte
State of California

General Election - November 4, 2014
 Butte County, California
 Official Results
 Countywide Cumulative

Date:11/20/14
 Time:15:39:27
 Page:6 of 8

Registered Voters 117503 - Cards Cast 63489 54.03%

Num. Report Precinct 157 - Num. Reporting 157 100.00%

CITY OF GRIDLEY COUNCIL (2)		
	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	2	
Times Counted	1171/2568	45.6 %
Total Votes	1919	
Times Blank Voted	59	
Times Over Voted	0	
Number Of Under Votes	305	
BRUCE JOHNSON	632	32.93%
RAYMOND BORGES	573	29.86%
SHIRLEY O'BRIEN	388	20.22%
PEDRO MOTA	322	16.78%
Write-in Votes	4	0.21%

CITY OF OROVILLE TREASURER (1)		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	3050/6296	48.4 %
Total Votes	2340	
Times Blank Voted	709	
Times Over Voted	1	
Number Of Under Votes	0	
KAROLYN FAIRBANKS	2299	98.25%
Write-in Votes	41	1.75%

CITY OF OROVILLE MAYOR (1)		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	3050/6296	48.4 %
Total Votes	2818	
Times Blank Voted	229	
Times Over Voted	3	
Number Of Under Votes	0	
LINDA DAHLMEIER	1856	65.86%
CHERI BUNKER	940	33.36%
Write-in Votes	22	0.78%

TOWN OF PARADISE COUNCIL (2)		
	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	2	
Times Counted	9352/16033	58.3 %
Total Votes	13479	
Times Blank Voted	942	
Times Over Voted	2	
Number Of Under Votes	3337	
JODY JONES	4754	35.27%
SCOTT LOTTER	4487	33.29%
MIKE ZUCCOLILLO	4065	30.16%
Write-in Votes	173	1.28%

CITY OF OROVILLE COUNCIL (3)		
	Total	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	3	
Times Counted	3050/6296	48.4 %
Total Votes	7286	
Times Blank Voted	266	
Times Over Voted	1	
Number Of Under Votes	1063	
ART HATLEY	1266	17.38%
JACK BERRY	1123	15.41%
M. DEL ROSARIO	1095	15.03%
MARK GROVER	1053	14.45%
CELIA HIRSCHMAN	1007	13.82%
ALLEN YOUNG	927	12.72%
WILL PAGARIGAN	804	11.03%
Write-in Votes	11	0.15%

CHICO AREA REC/PARK DIST (3)		
	Total	
Number of Precincts	55	
Precincts Reporting	55	100.0 %
Vote For	3	
Times Counted	28766/55811	51.5 %
Total Votes	54462	
Times Blank Voted	5700	
Times Over Voted	21	
Number Of Under Votes	14673	
JAN SNEED	12293	22.57%
BOB MALOWNEY	11596	21.29%
HERMAN ELLIS	11518	21.15%
DAVE DONNAN	9531	17.50%
EDWARD SEAGLE	9364	17.19%
Write-in Votes	160	0.29%

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RANDY MURPHY, CITY ADMINISTRATOR

RE: RATIFICATION OF THE TIRE-DERIVED PRODUCT GRANT APPLICATION

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider a new Resolution for the submission of a Tire-Derived Product Grant Application to CalRecycle in the amount of \$36,000.

DISCUSSION

Staff is requesting that the Council approve a new resolution that meets the requirements of CalRecycle for the Tire-Derived Product Grant Application that was submitted to CalRecycle on December 3, 2014, in the amount of \$36,000. At the 12-16-14 City Council meeting the Council approved the grant application and adopted a resolution. Unfortunately, CalRecycle would not accept the City's resolution that was approved and has required that the City use specific CalRecycle language in a new resolution in order for the grant application to be accepted.

CalRecycle has made a total of \$823,747 available state-wide for this grant solicitation subject to funding availability. \$150,000 is the maximum available for individual grants. The grant term is for two years and the project must be completed and the final request for reimbursement made to CalRecycle no later than April 1, 2017. However, if the City's Grant Application is approved, staff expects to be able to complete the projects by June 30, 2015.

The grant funds will be used to purchase cover for the playground areas under and around the playground equipment in Hewitt and Rotary Parks with 9 -12 inches of green tire-derived rubber mulch. This is the same material and color that was purchased for Hammon Park earlier this year. The estimated cost of the 25 tons of material for each park is \$18,000. An estimate of the total cost of the 50 tons of mulch material was received from NSP3 in Redding in the amount of \$35,930.40. If the Grant Application is successful, the City will go out to bid for

CC-3

the material but an estimated cost and Tire-Derived Product (TDP) certification from a supplier were required to be submitted with the grant application.

Parks & Trees personnel will install the mulch and Gary Layman, Building Official, is licensed to do the required inspections.

FISCAL IMPACT

Minimal impact to the General Fund.

RECOMMENDATIONS

Adopt Resolution No. 8310 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF OROVILLE IS ELIGIBLE TO APPLY FOR.

ATTACHMENT(S)

Resolution No. 8310

**CITY OF OROVILLE
RESOLUTION NO. 8310**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF OROVILLE IS ELIGIBLE TO APPLY FOR

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

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in the furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED the City of Oroville authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Oroville is eligible; and

BE IT FURTHER RESOLVED that the Mayor or City Administrator or his/her designee is hereby authorized and empowered to execute in the name of the City of Oroville all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project(s); and

BE IT FURTHER RESOLVED these authorizations are effective for (5) five years from the date of adoption of this Resolution.

- a. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 6, 2015 by the following vote:

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AYES:

NOES:

ABSTAIN:

ABSENT:

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 AND COUNCIL MEMBERS

FROM: RANDY MURPHY, CITY ADMINISTRATOR

**RE: RATIFICATION OF THE OROVILLE RECYCLING MARKET
DEVELOPMENT ZONE - ZONE INCENTIVE FUNDS
APPLICATION**

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider ratifying the submission of the Oroville Recycling Market Development Zone (RMDZ) - Zone Incentive Funds (ZIF) Funding Application, dated November 11, 2014, in the amount of \$4,250.

DISCUSSION

Staff is requesting that the Council ratify the Oroville RMDZ ZIF Funding Application that was submitted to CalRecycle on November 21, 2014, in the amount of \$4,250. Staff is also requesting the Council to adopt a resolution authorizing the City Administrator to sign the Funding Application. This is the first time that CalRecycle, operated by the State of California, has required that an Agreement be submitted for these grant funds that will be used to promote the Oroville RMDZ. In addition, this is the first time that CalRecycle is also requiring that a resolution be submitted authorizing a contract signer. CalRecycle will not accept the City's Budget Policy No. 16 that authorizes the City Administrator to sign for amounts of \$5,000 or less that are included in the City's budget.

The Funding Agreement funds will reimburse the City for amounts not to exceed \$3,500 for promoting the Oroville RMDZ and \$750 will be available for the costs associated with attending the annual Zone Works training. This reimbursable funding source was included in the City's 2014-2015 Budget.

FISCAL IMPACT

Minimal impact to the General Fund.

cc-4

RECOMMENDATIONS

Adopt Resolution No. 8317 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO FISCAL YEAR 2014 – 2015 CALRECYCLE CITY OF OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS FUNDING APPLICATION AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE ALL PROGRAM DOCUMENTS.

ATTACHMENT(S)

Resolution No. 8317
State of California Department of Resources Recycling and Recovery Contract
No. DRR14075

**CITY OF OROVILLE
RESOLUTION NO. 8317**

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO FISCAL YEAR 2014 – 2015 CALRECYCLE CITY OF OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS FUNDING APPLICATION AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE ALL PROGRAM DOCUMENTS.

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

- a. The Council hereby ratifies all documents relating to the CalRecycle FY 2014-2015 Recycling Market Development Zone Zone Incentive Fund Program and authorizes the City Administrator to sign the program documents.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 6, 2015 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

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EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with marketing and outreach services as described herein.
2. The project coordinators during the term of this agreement will be:

CalRecycle

Name: Marshalle Graham
Phone: (916) 341-6270
Fax: (916) 319-7305
Email: marshalle.graham@calrecycle.ca.gov

City of Oroville

Recycling Market Development Zone

Name: Rick Farley
Phone: (530) 538-4307
Fax: (530) 538-2539
Email: farleyrc@cityoforoville.org

Direct all agreement inquiries to:

CalRecycle

Contracts Unit

Attention: Melissa Mojonnier
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6048
Fax: (916) 319-7390
Email: melissa.mojonnier@calrecycle.ca.gov

City of Oroville

Recycling Market Development Zone

Name: Rick Farley
Address: 1735 Montgomery Street
Oroville, CA 95965-4820
Phone: (530) 538-4307
Fax: (530) 538-2539
Email: farleyrc@cityoforoville.org

3. Statement of Work

A. INTRODUCTION/OBJECTIVES

The goal of the Recycling Market Development Zone (RMDZ) Program is to create a sustainable infrastructure and enhance local markets for recyclable and compostable materials generated within California's RMDZs. The Zone Incentive Fund (ZIF) Partnership is a component for the administration and distribution of incentive funds to local Zone Administrators (ZAs) for outreach and promotion of the RMDZ program locally and regionally. The ZIF Program incentivizes the City of Oroville RMDZ to provide outreach services and to work closely with the regional post-consumer commodities industry to stimulate the use of recyclable and compostable materials as raw products by manufacturers. By doing this, the ZIF program helps create jobs in the post-consumer commodities industry and diverts valuable resources from disposal. The ZIF program complements CalRecycle's marketing and outreach efforts to promote RMDZ services and activities statewide. Under this contract, the ZIF program is intended to operate as it has in the past, except that CalRecycle staff will be administering all ZIF funds.

B. WORK TO BE PERFORMED

The City of Oroville RMDZ provides vital targeted local marketing and outreach activities that may include, but are not limited to, the following: develop marketing materials, research feedstocks, conduct local workshops, attend and participate in RMDZ related events (In-State Only), purchasing of marketing information and software, and hiring resources. ZIF funds are also provided to support travel to and from one Zone Works training workshop involving Zone Administrators and CalRecycle staff.

C. TASKS IDENTIFIED

Task 1 – Preapproval Request

Before beginning outreach and marketing activities, the Contractor shall submit a Preapproval Request proposal to CalRecycle, to the assigned CalRecycle Local Assistance and Market Development Branch (LAMD) Zone Liaison (ZL) staff, using the online Zone Information Reporting System (ZIRS). The proposal shall include a detailed budget, a brief description of how the funds will be spent, how the marketing or outreach activities will meet individual local marketing or business outreach objectives, and proposed program metrics. Examples of program metrics include, but are not limited to:

1. Number of the public or businesses expected to be contacted or reached with outreach materials;
2. Number of contacts expected to be initiated as a result of postcard or brochure mailings; or
3. Number of new prospective businesses expected to be identified as a result of the purchase and use of a specialized mailing list or hiring of a specialized consultant.

Once the proposal has gone through the internal review process, whereby the ZL coordinates with the LAMD Unit Manager and the ZIF Contract Manager, generally within 5-7 business days, the ZL will send an e-mail to the ZA notifying them that the proposal has been approved and work may begin, or that changes are necessary. ZAs shall not begin work on Zone related activities under this Agreement until they receive approval from their CalRecycle ZL.

Task 2 – Perform Marketing and Outreach Activities

The Contractor shall perform marketing and outreach activities within the City of Oroville RMDZ. All marketing and outreach activities require prior approval of activities and budget (as described in Task 1). Zone-related marketing and outreach activities may include:

1. Graphics, Printing and Advertising
 - a. Advertising design and placement costs in industry and trade publication;
 - b. Customizing brochures and placement of Public Service Announcements (PSAs) (using CalRecycle's template and California Association of Recycling Market Development Zone's (CARMDZ) materials, or materials developed by the local ZA, with approval from LAMD and Office of Public Affairs (OPA));

- c. Customizing and placement of PSAs (developed by CalRecycle, or materials developed by the local ZA, with approval from LAMD and\ OPA);
 - d. Duplicating or reprinting brochures, posters, and other program graphics; and
 - e. Developing or updating local Zone web pages.
2. Direct Zone Support/Outreach
- a. Distribution expenses for brochures and follow-up letters;
 - b. Creation of localized marketing data-bases, newsletters, articles;
 - c. Feedstock for sample runs; and
 - d. Cover costs for zone expansion or re-designation.
3. Industry Trade Shows, Conferences
- a. Creation or upgrades for trade show display graphics and associated hardware (backdrop and lighting, etc.);
 - b. Exhibitor registration fees for Zone related events;
 - c. In-State travel for Zone related events; and
 - d. Specialized training related to Zone activities.
4. Business Leads and Tracking
- a. Purchasing costs for lists of leads for marketing;
 - b. Purchasing of business tracking and communication software; and
 - c. Hiring resources, such as a consultant, to develop leads and track Zone businesses.
5. Other qualifying projects
- a. Unique ZA initiated projects preapproved in writing by LAMD Section Manager(s) and Zone Liaison(s).

Task 3 – Zone Works Training Workshop

The Contractor is strongly encouraged to attend the Zone Works event.

The Zone Works training workshop offers a unique opportunity for ZAs, CalRecycle ZLs and Loan staff, and valued program partners to regularly convene and discuss current issues and to coordinate business assistance activities. The success of such trainings is dependent on the attendance of the ZAs and ZLs. There are approximately 30-40 Zone Administrators and/or representatives that attend. Travel costs are subject to the “Travel Clause” of Exhibit B and should be minimized wherever possible. In no event may Zone Works travel costs under this Agreement exceed \$750. If Zone Works travel costs are less than \$750, those funds may not be included in the budget for marketing and outreach activities.

Task 4 – Reporting

Upon completion of a marketing or outreach activity, and when program activity metric information is available, the Contractor shall submit the metrics and appropriate back-up documentation to the ZL through the ZIRS system. The ZL will review the request with the LAMD Unit Manager in order to provide a recommendation to the ZIF Contract Manager regarding approval. The ZIF Contract Manager shall review and accept or reject all such reports. Should a report be rejected, the ZIF Contract Manager shall immediately coordinate with the ZL and LAMD Unit Manager to contact the ZA to address the situation. Only upon the ZIF Contract Manager's acceptance of the report may the Contractor submit an invoice for the marketing or outreach activity.

Task 5 – Time Frame for Preapproval Request

Upon execution of this contract, the ZA may submit their Preapproval Request, no later than February 1, 2015, and identify what ZIF-related activities will be performed. All approved ZIF activities must be completed no later than June 30, 2015. One Zone Works training session will be convened by May 31, 2015.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

Accounts Payable
Department of Resources Recycling and Recovery
Fiscal Services Branch
U.S. Postal Correspondence:
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025
Federal Express Correspondence:
1001 I Street, MS-19A
Sacramento, CA 95814

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. **BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

The contract amount for this agreement is capped at \$4,250.00.

Marketing & Outreach Activities:	\$3,500.00
Zone Works Training Workshop:	\$ 750.00
TOTAL:	\$4,250.00

6. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at 1735 Montgomery Street, Oroville, CA 95965-4820. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. CALIFORNIA WASTE TIRES: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. CONTRACTOR EVALUATIONS: If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an

unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number DRR14075, total Contract Amount \$4,250, pursuant to Government Code Section 7550."
10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

12. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).
13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. **INSURANCE**: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.
19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
21. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at:

www.calrecycle.ca.gov/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
28. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

29. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

30. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

32. **WORK AUTHORIZATION:** If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.

(a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

(b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.

(c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.

(d) Each work authorization will be numbered sequentially.

- (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 2. Augment the work authorization budget; or
 3. Authorize the Contractor to complete the work for the actual costs; or
 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

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Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Oroville Recycling Market Development Zone		<i>Federal ID Number</i> 94-6000387
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Randy Murphy, City Administrator		
<i>Date Executed</i> November 21, 2014	<i>Executed in the County of</i> Butte	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: CHAIRPERSON AND PARK COMMISSIONERS

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

RE: NEW DONATIONS TO THE VARIOUS CITY MUSEUMS

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider accepting new donations to the various City museums.

DISCUSSION

On September 8, 2014, the Park Commission received staff reports regarding the Docent volunteer group assigned to clear the backlog of donated items has been completed. The items listed on the attached spreadsheet (Attachment A) have been researched and the Docent volunteer group recommends that the items be accepted. Procedurally, if accepted, the next step is final acceptance by the City Council, the donor notified and a signed Deed of Gift be acquired. Donors of most of the backlog items are unknown and therefore a Deed of Gift will not be able to be acquired. Staff is recommending that if these items are approved for acceptance that the required Deed of Gift be waived by the City Council.

In addition, the Park Commission accepted a donation that has been received for the C.F. Lott Home Complex. The Donor has suggested that the Eastlake Victorian settee and chair be placed in the Nancy Price Room, the Docent House, or the C.F. Lott Home. The donated items are in compliance with Park Commission Policies & Procedures No. 19 which calls for items accepted and placed in the C.F. Lott Home to have particular emphasis on the years 1849 to 1918.

The Park Commission and staff recommend that the City Council accept the donations.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Accept the new donations to various City Museums as indicated in this staff report, dated January 6, 2015.

ATTACHMENT(S)

A – List of recommended items for acceptance.

Donations reviewed and recommended for acceptance

Presented to the Oroville Park Commission on September 8, 2014

<u>File #</u>	<u>Museum</u>	<u>Item</u>	<u>Donor</u>	<u>Date Received</u>
2	C.F. Lott Home	3 framed sets of cards 1900-1920	Barbara J. Holly	11/9/2011
2	C.F. Lott Home	4 framed photographs 1908-1940	Barbara J. Holly	11/9/2011
2	C.F. Lott Home	19 various photographs 1908-1940	Barbara J. Holly	11/9/2011
13	C.F. Lott Home	90 years old handmade baby clothes	Patricia Goodhue	1/9/2013
12	C.F. Lott Home	Prayer Book/Loot Family 1869	Hearold Combs	3/22/2013
15	C.F. Lott Home	Crocheted bedspread	Vikki Young	5/13/2013
4	C.F. Lott Home	Thank you note from Cornelia Lott	Ines Carrell	1/29/2014
4	C.F. Lott Home	Map of Oroville/Butte County	Ines Carrell	1/29/2014
4	C.F. Lott Home	Fire Alarm List	Ines Carrell	1/29/2014
4	C.F. Lott Home	1920 dress pattern	Ines Carrell	1/29/2014
22	C.F. Lott Home	Maid's dress 1910	Esther Neet	2/26/2014
3	C.F. Lott Home	Black jet beaded evening cape 1890's	unknown	unknown
5	C.F. Lott Home	Late 20th Century black/white dress	unknown	unknown
11	C.F. Lott Home	Leather purse	Ines McAtee Carrell	unknown
11	C.F. Lott Home	Ladies pipe used by Hattie McAtee (?)	Ines McAtee Carrell	unknown
19	C.F. Lott Home	Piano scarf	unknown	unknown
20	C.F. Lott Home	White batiste dress 1900-1910	unknown	unknown
21	C.F. Lott Home	White eyelet dress 1930's	unknown	unknown
23	C.F. Lott Home	Victorian handmade filet (neckline fill-in)	unknown	unknown
24	C.F. Lott Home	Victorian dress 1900	unknown	unknown
25	C.F. Lott Home	Organdy pillow cover 1930-1940	unknown	unknown
26	C.F. Lott Home	Victorian sleeping hat 1880-1910	unknown	unknown
27	C.F. Lott Home	Victorian or Edwardian filet (neckline fill-in) 1880-1900	unknown	unknown
29	C.F. Lott Home	White lawn apron early 1900's	unknown	unknown
	C.F. Lott Home	Eastlake Victorian settee and chair	Marguerite Marciniak	8/18/2014

<u>File #</u>	<u>Museum</u>	<u>Item</u>	<u>Donor</u>	<u>Date Received</u>
30	C.F. Lott Home	Crocheted reticule (a drawstring purse) 1900's	unknown	unknown
31	C.F. Lott Home	Home sewn/pink reticule 1920's	unknown	unknown
32	C.F. Lott Home	Woman's small Edwardian deerskin gloves 1910-1920	unknown	unknown
33	C.F. Lott Home	White batiste embroidered maids apron 1920	unknown	unknown
34	C.F. Lott Home	White cotton/scalloped edging 1900's	unknown	unknown
35	C.F. Lott Home	Various filet & neckline trims 1900's	unknown	unknown
36	C.F. Lott Home	Godey's dress patterns dated 1848	unknown	unknown
38	C.F. Lott Home	White kidskin shoes 1910	unknown	unknown
40	C.F. Lott Home	Petticoat with train for wedding gown	unknown	unknown
41	C.F. Lott Home	Petticoat white with lace 1900	unknown	unknown
42	C.F. Lott Home	Full slip/cotton	unknown	unknown
43	C.F. Lott Home	Dress/beige & white striped lawn 1910-1920	unknown	unknown
44	C.F. Lott Home	Collection so silk widow's weeds accessories 1900	unknown	unknown
45	C.F. Lott Home	Child's two piece black mourning outfit	unknown	unknown
46	C.F. Lott Home	White gloves 1920's	unknown	unknown
47	C.F. Lott Home	White cotton baby dress & coat 1890	unknown	unknown
48	C.F. Lott Home	Table scarf/Mexican drawn art work/1910-1920	unknown	unknown
49	C.F. Lott Home	Reading glasses in leather case 1890-1920	unknown	unknown
50	C.F. Lott Home	2 gold table skirts/card table size 1920	unknown	unknown
51	C.F. Lott Home	2 square white table skirts 1920	unknown	unknown
52	C.F. Lott Home	2 French pillow covers 1920	unknown	unknown
55	C.F. Lott Home	Blouse, melon colored, sheer with colored beading 1920's	unknown	unknown
56	C.F. Lott Home	Plain green cotton child's dress 1920's	unknown	unknown
57	C.F. Lott Home	Brown child's cape & hat 1920's	unknown	unknown
58	C.F. Lott Home	Brown woman's hat 1920	unknown	unknown
14	Chinese Temple	Chinese Vase circa 1940	Betty J. Couddy (?)	2/1/2010
1	Chinese Temple	3 piece yellow silk coat, vest & pants	unknown	unknown
6	Chinese Temple	Mandarin skirt	Joan M. Root	unknown
7	Chinese Temple	Chinese silk jacket 1946/Dress 1910	Lynndee Caput	unknown
8	Chinese Temple	Orange embroidered coat	unknown	unknown
9	Chinese Temple	Chinese baby shoes	unknown	unknown

<u>File #</u>	<u>Museum</u>	<u>Item</u>	<u>Donor</u>	<u>Date Received</u>
10	Chinese Temple	Ivory carving circa 1940	unknown	unknown
17	Chinese Temple	1880's magnolia patterned sleeve cuff	unknown	unknown
28	Pioneer History Museum	White handkerchief handmade with lace 1885-1900	unknown	unknown
37	Pioneer History Museum	Cardboard merchandise box/Union Suits 1890-1910	unknown	unknown
39	Pioneer History Museum	Man's sleeping gown	unknown	unknown
53	Pioneer History Museum	Pink cotton dress with bonnet	unknown	unknown
54	Pioneer History Museum	Printed cotton dress with blue trim	unknown	unknown
16	Pioneer History Museum	Pioneer Poke Bonnet	Pat & Joanne Braunagel	1/15/2009
18	Pioneer History Museum	Cotton bloomers 1880-1900	unknown	unknown

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
REINARD BRANDLEY**

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider an Amendment to the Professional Services Agreement (PSA) with Reinard W. Brandley (Brandley), in the amount of \$20,600, for engineering services relating to the Oroville Municipal Airport (Airport).

DISCUSSION

Each year the City is required to update its Airport Capital Improvement Program project list for Federal Aviation Administration (FAA) review and approval. The City receives \$150,000 in grant entitlements each year to spend of airport improvements. The ACIP requires updating each year in order to make use of the FAA grant funds. This amendment includes \$4,600 for Reinard Brandley, Airport Consulting Engineer (Brandley), to prepare the City's 2015 ACIP report. In addition, one of the two projects to be completed in 2015 is for the construction of a precision approach path indicator (PAPI) for Runway 02. This amendment includes \$16,000 for the preparation of project plans and specifications for the Runway 02 PAPI.

Staff is proposing an amendment to the existing PSA with Brandley in the amount of \$20,600 to complete the 2015 ACIP and Runway 02 PAPI work. The City will be reimbursed 90% by the FAA for these projects.

FISCAL IMPACT

Funds are available in the 2014/15 budget.

RECOMMENDATION

Adopt Resolution No. 8318 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO

THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$20,600, FOR ENGINEERING SERVICES RELATING TO THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-11).

ATTACHMENTS

Resolution No. 8318
Agreement No. 2006-11

**CITY OF OROVILLE
RESOLUTION NO. 8318**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$20,600, FOR
ENGINEERING SERVICES RELATING TO THE OROVILLE MUNICIPAL AIRPORT**

(Agreement No. 2006-11)

WHEREAS, the City of Oroville has previously has selected Reinard W. Brandley, Consulting Airport Engineer, as the most qualified firm, in response to a Requests for Proposals for airport consulting services; and

WHEREAS, the City has negotiated with Reinard W. Brandley, Consulting Airport Engineer, for a fee of \$20,600 for the preparation of a Categorical Exclusion (Cat-Ex) for the Runway 2 PAPI and Taxiway K Projects.

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 Professional Services Agreement with Reinard W. Brandley, Consulting Airport Engineer. A copy of the Amendment 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 on January 6, 2015 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

ELEVENTH AMENDMENT TO AGREEMENT NO. 2006 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER

This Eleventh Amendment dated January 6, 2015, is to the Agreement No. 2006 between the **City of Oroville** ("City") and **Reinard W. Brandley, Consulting Airport Engineer** ("Consultant").

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2006 shall be amended as follows:

1. Consultant shall provide for City the additional consultant services set forth in Exhibit "A" attached to this Amendment.
2. City shall pay Consultant no more than an additional \$20,600 for the preparation of the City's 2015 ACIP report and plans and specifications for a Runway 02 PAPI based on the fee proposals included in "Exhibit A" to this Amendment. Total compensation between the original Agreement, Amendments No. 1 – 10, and this Amendment shall not exceed \$368,532.
3. Conflicts between the Agreement, the First through Tenth Amendments, and this Eleventh Amendment shall be controlled by this Eleventh Amendment. All other provisions within Agreement No. 2006 shall remain in full force and effect.

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

/
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/

CITY OF OROVILLE

REINARD W. BRANDLEY

By: _____
Linda L. Dahlmeier, Mayor

By: _____

Title: _____

Business License# _____

Tax ID No.: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Randy Murphy, City Clerk

ATTACHMENTS:

Exhibit A – Scope of Additional Services and Fee Proposal

6125 King Road, Suite 201
Loomis, California 95650

Telephone: (916) 652-4725
Fax: (916) 652-9029
e-mail: brandley@rwbrandley.com

December 4, 2014

Mr. Rick Walls, P.E.
Senior Civil Engineer
Public Works Department
City of Oroville
1735 Montgomery Street
Oroville, California 95965-4897

Subject: Oroville Municipal Airport
Preparation of 2015-2020 Airport Capital Improvement Program (ACIP)
Proposal for Engineering Services

Dear Mr. Walls:

The City of Oroville proposes the preparation of the 2015 through 2020 Airport Capital Improvement Program (ACIP) per F.A.A. guidelines for submittal to the Federal Aviation Administration for the Oroville Municipal Airport. We are pleased to submit herewith our proposal for performing the work required to complete this document as requested by the City.

The scope of work will be as follows:

Task 1 – Preparation of Airport Capital Improvement Program (ACIP)

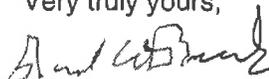
- Review projects to be included in ACIP with City
- Meet with F.A.A. and City to review ACIP
- Prepare and/or update cost estimates for projects included in ACIP
- Prepare ACIP for submittal to F.A.A.
- Enter ACIP data in State of California Aeronautics database

We have prepared and attached Table No. 1, which includes the breakdown of estimated costs required for completion of this work. We propose to complete this work for a not-to-exceed fee of \$4,600.

If this proposal is satisfactory, please issue an agreement with our office for performance of this work.

We appreciate the opportunity of presenting this proposal and look forward to working with you on the preparation of this document.

Very truly yours,



Reinard W. Brandley

RWB:aw
Attachment

December 2014

TABLE NO. 1 - City Cost Estimate - Preparation of ACIP for 2015-2020

	Rates	TOTAL		TASK 1 ACIP Preparation	
		Quant	Cost \$	Quant	Cost
<u>COMPUTER & ENGINEERING SERVICES</u>					
Project Manager - Principal - RW Brandley	\$250.00	10	2,500	10	2,500.00
Design Engineer	\$125.00	10	1,250	10	1,250.00
Junior Engineer	\$90.00	0	0	0	0.00
Senior Drafter/CAD Technician	\$90.00	0	0	0	0.00
Junior Drafter/CAD Technician	\$75.00	0	0	0	0.00
Project Administrator.....	\$85.00	10	850	10	850.00
Clerical	\$60.00	0	0	0	0.00
Testing Technician	\$70.00	0	0	0	0.00
TOTAL ESTIMATED PRICE			<u>4,600</u>		<u>4,600</u>
TASK 1 - Preparation of Airport Capital Improvement Program (ACIP)					

EXHIBIT A

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER

6125 King Road, Suite 201
Loomis, California 95650

Telephone: (916) 652-4725
Fax: (916) 652-9029
e-mail: brandley@rwbrandley.com

December 4, 2014

Mr. Rick Walls, P.E.
Senior Civil Engineer
Public Works Department
City of Oroville
1735 Montgomery Street
Oroville, California 95965-4897

Subject: Oroville Municipal Airport
Installation of PAPI and REIL for Runway 02
Proposal for Consultant Services

Dear Mr. Walls:

In accordance with your request, we are pleased to present herewith our proposal for engineering design of the 2-box PAPI and Runway End Identifier Light System (REIL) for Runway 02 at the Oroville Municipal Airport.

We have previously prepared the engineering design and preparation of plans for the 2-box PAPI. The proposed work on this project will include all preliminary data gathering, reconfiguration of the PAPI plans to incorporate the REIL, preparation of preliminary plans and specifications, preparation of final 100% plans and specifications, Engineer's Report including Engineer's Estimate, Construction Safety Plan, and Construction Management Plan as required by the Federal Aviation Administration. These 100% plans will be ready to submit to F.A.A. for approval and to bid the project. Assistance during bidding, engineering monitoring during construction, review of contractor submittals, resident engineering and inspection, and preparation of final reports and record drawings are not included in this phase of work. A separate contract will be requested for this work when the project is bid.

We have prepared our proposal for this project and have also provided a breakdown of fees for the project.

Our proposed design engineering fee for this project is as follows:

Task 1 – Planning/Prep Work – Scoping, Layout, File 7460-1	\$1,900
Task 2 – Topographic Surveys	2,500
Task 3 – Draft Plans & Specs (90%) & Estimate	7,900
Task 4 – Final Plans & Specs (100%) & Reports	<u>3,700</u>
Total	<u>\$16,000</u>

Mr. Rick Walls

-2-

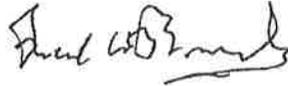
December 4, 2014

Our unit costs that apply during the design of this project are included in Table No. 1. A breakdown of fees showing time and materials for each task for the total project is included in Table No. 2.

Our office is prepared to proceed immediately with this project upon authorization to proceed and will complete the projects within 50 calendar days.

We appreciate the opportunity of presenting this proposal and looking forward to working with you on this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Reinard W. Brandley", written over a horizontal line.

Reinard W. Brandley

RWB:aw
Attachments

December 2014

TABLE NO. 3 - City Cost Estimate - Furnish and Install PAPI & REIL Runway 02

	Rates	TOTAL		TASK 1 Planning/Prep Work		TASK 2 Field Work/Data Gather		TASK 3 Draft Plans & Specs		TASK 4 Final Plans & Specs	
		Quant	Cost \$	Quant	Cost	Quant	Cost	Quant	Cost	Quant	Cost
COMPUTER & ENGINEERING SERVICES											
Project Manager - Principal - RW Brandley	\$250.00	20	5,000	4	1,000.00	2	500.00	10	2,500.00	4	1,000.00
Design Engineer	\$125.00	40	5,000	4	500.00	0	0.00	26	3,250.00	10	1,250.00
Junior Engineer	\$90.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Senior Drafter/CAD Technician	\$90.00	20	1,800	0	0.00	0	0.00	15	1,350.00	5	450.00
Junior Drafter/CAD Technician	\$75.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Project Administrator.....	\$75.00	20	1,500	4	300.00	0	0.00	10	750.00	6	450.00
Clerical	\$60.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Testing Technician	\$70.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
SUBTOTAL.....			13,300		1,800		500		7,850		3,150
MISCELLANEOUS/REIMBURSABLE SERVICES											
Per Diem (Per Day) Oroville.....	\$140.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Milage (per Mile)	\$0.40	240	96	120	48.00	0	0.00	120	48.00	0	0.00
Vehicle Rental (Per Day)	\$30.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Laboratory Rental (per Month)	\$200.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Survey Equipment Rental (per Month).....	\$200.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Printing and Shipping	Lump Sum	1	500	0	0.00	0	0.00	0	0.00	0	0.00
Topographic Surveys	Lump Sum	1	2,000	0	0.00	1	2,000.00	0	0.00	1	500.00
SUBTOTAL.....		242	2,596		48		2,000		48		500
TOTAL ESTIMATED PRICE			15,896		1,848		2,500		7,898		3,650
USE			16,000		1,900		2,500		7,900		3,700

TASK 1 - Planning/Prep Work - Scoping, Layout, File 7460-1

TASK 2 - Field Work/Data Gather - Topographic Surveys

TASK 3 - Draft Plans & Specs - 90% Plans & Specifications, Engineer's Estimate

TASK 4 - Final Plans & Specs - 100% Plans & Specifications, Engineer's Estimate, Engineer's Report, Safety Plan, and Construction Management Plan

**OROVILLE CITY COUNCIL
STAFF REPORT**

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

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

**RE: MEMORIAL PLAQUE TO BE PLACED IN THE NANCY PRICE COACH
ROOM TO HONOR OROVILLE DOCENTS**

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider the placement of a wooden memorial plaque to be placed in the Nancy Price Coach Room to honor City of Oroville Docents.

DISCUSSION

At their October 13, 2014 Park Commission meeting, the Commissioners received a written request from the Friends of the Parks to allow the placement of a 15" X 20" wooden memorial plaque in the Nancy Price Coach Room to honor those Docents who served the City of Oroville and have passed away. Staff recommends that the City provide the 15" X 20" wooden plaque and install the plaque in the Coach Room recently remodeled by City personnel.

FISCAL IMPACT

The plaque will be purchased from the Parks Department's budget in an amount to not exceed \$350, plus minor staff costs.

RECOMMENDATIONS

Authorize the purchase and installation of a wooden memorial plaque to be placed in the Nancy Price Coach Room to honor City of Oroville Docents.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RANDY MURPHY, CITY ADMINISTRATOR
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

RE: INTERNATIONAL COUNCIL OF SHOPPING CENTER EVENTS IN 2015

DATE: JANUARY 6, 2015

SUMMARY

The Council may consider allowing members of the Executive Management staff to attend the 2015 International Council of Shopping Center (ICSC) Monterey Idea Exchange in Monterey, CA and RECon: "The Future Starts Now" – Las Vegas, NV RECon events.

DISCUSSION

As the Super Walmart litigation comes to a close and building permit issuance is anticipated in spring of 2015, Oroville Ford is under construction, the second round of US EPA brownsfield assessment is underway, and other economic indicators are starting to show positive movement, the City staff believes that these two specific ICSC events will help to market the opportunities that are available in the Oroville community. Attending these events should help staff to stimulate new and exciting economic development growth and projects for the community. Specifically, the two events offering the following:

- The 2015 Monterey Idea Exchange event provides for educational, networking and deal making opportunities to be developed. This two-day regional meeting provides an opportunity to gain information about current industry issues and trends, meet and interact with colleagues doing business in the same region and make deals in the Northern California region specifically. This event will be held on March 11 and 12, 2015, in Monterey, CA.
- The 2015 Global Retail Real Estates Convention (RECon) is the global convention for the shopping center industry and provides networking, deal making and educational opportunities for retail real estate professionals from around the world.
 - Over 34,000 attendees and 1,000 exhibitors;
 - Do a year's worth of business in just three days;
 - An important event for attracting retail shopping to our community; and
 - Capture momentum from the Super Walmart project and other economic development within the City limits.

These events will provide opportunities to meet retailers to discuss new or existing economic development projects in Oroville, view the latest industry products and services, attend educational sessions or find the next great retail development project. This event will be held on May 17 through 20, 2015, in Las Vegas, NV.

City Administration requests the Council authorize the City Administrator, Community Development Director, and economic development staff to attend these two specific events and coordinate with other local real estate brokers that are attending events. The Council may also wish to assign one or two council members to attend each event to help support and provide information regarding Oroville opportunities.

FISCAL IMPACT

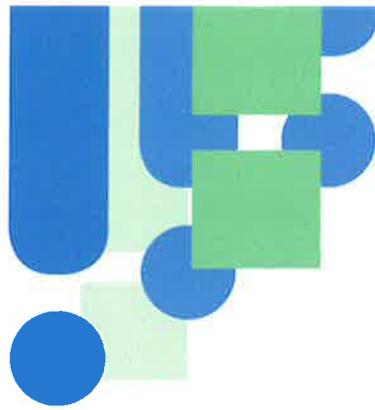
The Monterey event will cost approximately \$1,100 per attendee and the Las Vegas event will cost approximately \$1,930 per attendee for registration, hotel, and travel to the events. Funds are available in the Community Promotions budget – Fund 100.

RECOMMENDATIONS

Authorize staff to make arrangements to attend the 2015 ICSC Monterey Idea Exchange in Monterey, CA and RECon: “The Future Starts Now” – Las Vegas, NV events.

ATTACHMENTS

ICSC Monterey Idea Exchange Preliminary Program



preliminary program

ICSC Monterey **ideaexchange**[®]

Portola Hotel & Spa and
Monterey Conference Center
Monterey, CA
March 11 – 12, 2015

Photo ID badges are required to attend



WEDNESDAY, MARCH 11

Registration

8:00 am – 7:00 pm

Portola Hotel & Spa
Two Portola Plaza
Monterey, CA

Continental Breakfast Served

8:30 – 9:15 am

(No breakfast service after 9:15 am)

Leasing Suites

8:30 am – 5:00 pm

To reserve a Leasing Suite, please refer to the attached Leasing Suite Application Form. Leasing Suites are assigned on a first-come, first-served basis. Additional charges apply.

Photo ID badges are required to attend.

Networking Lounge

8:30 am – 5:00 pm

To reserve a table, please refer to the attached Networking Lounge Table Request Form. Tables are limited to one per company.

Photo ID badges are required to attend.

Welcome and Introduction to the Program

9:15 – 9:30 am

Della Chow

ICSC 2015 Monterey Idea Exchange Program
Planning Committee Co-Chair
Real Estate Manager – Pacific NW
Gap, Inc.
San Francisco, CA

Miriam Montesinos

ICSC 2015 Monterey Idea Exchange Program
Planning Committee Co-Chair
Of Counsel
Pelosi Law Group
San Francisco, CA

General Session

9:30 – 10:30 am

MODERATOR

Rhonda Diaz Caldewey

Managing Director, Principal
Terranomics Retail Services
San Francisco, CA

PANELISTS

Carmelia Botehlo

Senior Real Estate Manager
Boos Development
San Francisco, CA

Tracy Chiao

VP of Real Estate
Philz Coffee
San Francisco, CA

Craig Fawcett

Real Estate Manager
Gap, Inc.
San Francisco, CA

Schuyler Jackson

Real Estate Manager
Smart & Final
Commerce, CA

General Session

10:45 – 11:45 am

MODERATOR

Rhonda Diaz Caldewey

Managing Director, Principal
Terranomics Retail Services
San Francisco, CA

PANELIST

Scott Landsittel

VP of Asset Management
Jamestown
San Francisco, CA

Luncheon Served

12:00 noon – 12:45 pm

(No luncheon service after 12:45 pm)

Government Relations Update

12:45 – 1:00 pm

Rex Hime

President & CEO
California Business Properties Association
Sacramento, CA

Keynote Presentation

1:00 – 2:00 pm

Special Industry Groups (SIGs)

2:15 – 3:00 pm



Special Industry Groups (SIGs) focus on a specific discipline or facet of the industry. SIGs are interactive and participatory, and allow you to share common ideas, interests, challenges and best practices with like-minded individuals. These sessions also provide a tremendous opportunity to network with colleagues, exchange business cards and become part of a global network.

Member-Hosted Reception

5:00 – 6:30 pm

Sponsorship opportunities are available! If you are interested in being a sponsor, please refer to the attached Sponsorship Form or contact Trace Johnson at +1 916 257 7691 or TraceJ@icloud.com.

THURSDAY, MARCH 12

Registration

8:00 am – 2:00 pm

Continental Breakfast Served

8:00 – 9:00 am

(No breakfast service after 9:00 am)

Retailer Runway

9:00 – 10:30 am

MODERATOR

James Masters

Senior Vice President and Retail Division Director
Colliers International
Walnut Creek, CA

Deal Making

10:30 am – 2:00 pm

To reserve a table, please refer to the attached Deal Making Table Request Form. Tables are limited to one per company.

Box Lunches Served

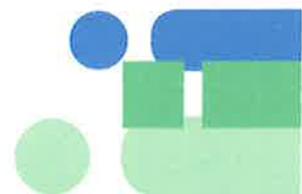
12:00 noon – 1:00 pm

(No luncheon service after 1:00 pm)

Meeting Adjourns

2:00 pm

Program information current as of December 11, 2014.



State Leadership

James Chung, ICSC Northern California State Director, Terranomics Retail Services

Paul Cunha, ICSC Northern California Government Relations Committee Chair, S.D. Deacon Corp.

Christine Firstenberg, ICSC Northern California Alliance Private Sector Co-Chair, Metrovation

Kelly Kline, ICSC Northern California Alliance Public Sector Co-Chair, City of Fremont

Elizabeth Ringbom, CRX, CSM, ICSC Northern California Operations Chair, Shelter Bay Retail Group

Stephen LaBonge, ICSC Northern California Retail Chair, CVS/Pharmacy

Amber Wright, ICSC Northern California Next Generation Chair, Retail Opportunity Investments Corp.

Morgan Read, ICSC Northern California Program Chair, Read Investments

Program Planning Committee

Della Chow, ICSC 2015 Monterey Idea Exchange Program Planning Committee Co-Chair, Gap, Inc.

Miriam Montesinos, ICSC 2015 Monterey Idea Exchange Program Planning Committee Co-Chair, Pelosi Law Group

Tracy Chiao, Philz Coffee

Judy Davidoff, Sheppard, Mullin, Richter & Hampton LLP

Michael Di Geronimo, Miller Starr Regalia

Ron Gerber, City of Walnut Creek

David Greensfelder, NewMark Merrill

Dean Isaacs, Peninsula Development Advisors

Schuyler Jackson, Smart & Final LLC

Trace Johnson, Petrovich Development Company

Stephen LaBonge, CVS Caremark

Scott Landsittel, Jamestown LP

Jeff Leon, HLA Ventures

James McMasters, Colliers International

Tom Ohlson, Grosvenor Americas

Scott Singer, Horner Singer

Steven Stwora-Hail, Best Best & Krieger

Douglas Wiele, Foothill Partners, Inc.

Glenn Wood, SGPA Architecture and Planning

Amber Wright, ROIC

Cedric Young, Madison Marquette



Registration Form

How to Register

Fax: +1 732 694 1800 *(credit card registrations only)*

Online: www.icsc.org *(credit card registrations only)*

Mail: ICSC

P.O. Box 26958

New York, NY 10087-6958

Registration Fees

	Advance	On-site
Member*	\$250	\$320
Non-member	\$470	\$585
Student Member**	\$50	\$50

*To qualify for the member rates, each registrant must be a member or an affiliate member of ICSC. To become an ICSC member, call ICSC information services at +1 646 728 3800.

**Registrants must be ICSC student members to qualify for the student rates.

Deadlines

To qualify for the advance registration rates, your registration must be received by **March 4, 2015**.

Cancellations

All cancellations will be subject to a \$25 cancellation fee. No refunds will be given for cancellations received after **March 4, 2015**. All requests for refunds must be received by ICSC in writing.

Badges

All attendees are required to have an ICSC issued color photo badge for access to Monterey Idea Exchange. To submit a photo, visit www.icsc.org/membership/photo-upload-instructions

Special Needs

Anyone desiring an auxiliary aid for this meeting should notify **Casey Adams** at +1 949 224 3830 no later than **February 11, 2015**.

Hotel Reservations

A block of rooms has been reserved at:

Portola Hotel & Spa

Two Portola Plaza

Monterey, CA 93940

Rate: \$214 Single/Double Occupancy

Cut-off Date: February 17, 2015

We invite you visit www.icsc.org/2015N1 and click on Book Hotel under Additional Links. There you can access the latest hotel availability and the electronic form to reserve your room(s). We would be happy to answer any of your questions during our office hours of Monday through Friday 8:00 am to 5:30 pm ET at +1 888 ICSC TVL (427 2885) ext. 2, or internationally at +1 585 442 8900 ext. 4.

Airfare Savings

The ICSC Travel Desk has secured special airline and car discounts for attendees. For current prices and availability, please contact us at +1 888 ICSC TVL (427 2885) or +1 585 442 8856 from 8:00 am to 5:30 pm ET, Monday through Friday.

Continuing Education Credits



ICSC Certified professionals earn 1.0 credit (A3) towards senior certification renewal.

I authorize ICSC and its members to send me announcements via mail, fax and phone about ICSC's and ICSC members' programs and services that may be of interest to me or my colleagues. I also consent to receipt of notices from ICSC in electronic form. In addition, I hereby consent to having the Hotel provide, and authorize ICSC and/or its representative(s) to receive, any reservation information I provide to the Hotel.

Please Check One: ICSC Member Non-Member Student Member

Name _____ Company _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____

E-mail _____ Your Membership I.D. # _____ (2015N1-A)

Please check here if any of the above information has recently changed

Method of payment

Check made payable to ICSC enclosed for \$ _____

MasterCard Visa AMEX Discover \$ _____

Name (as it appears on credit card) _____ Signature _____

Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

Deal Making Table Request Form

Fill out this form if you wish to reserve a Deal Making Table

When

Thursday, March 12, 2015

10:30 am – 2:00 pm

Includes

6' x 30" draped table

2 Chairs

Company sign

Who Qualifies

Retailers

Brokers representing Retailers

Developers/Owners

Lenders

Suppliers

Cities/Municipalities/Economic Development Agencies

Guidelines

Exhibits must not hang over the edge of the table

Exhibits must not rise more than 3' above the table

No floor easels

No electrical equipment

No balloons

One table per company

Cost

No cost to reserve a table, but each person who is working at the table must be an advance paid registrant for the meeting.

Deadline

In order to be listed in the Deal Making Exhibitors Directory, ICSC must receive your table request by **January 20, 2015**.

Availability

Tables are confirmed on a first-come, first-served basis. Sending in this Deal Making Table Request Form does not guarantee a table will be reserved for you.

Notification

You will receive a written Table Confirmation from ICSC two weeks prior to the meeting, if a table has been reserved for you. **If you do not receive a letter regarding the status of your request, please contact Ariel Kattan at +1 646 728 3554 to confirm.**

Cancellation

Notify ICSC immediately if you must cancel.

Contact/Please return to:

ICSC

Ariel Kattan

Monterey Idea Exchange

P.O. Box 26958

New York, NY 10087

Phone +1 646 728 3554

Fax +1 732 694 1680

Email: akattan@icsc.org

Company

Company name that should appear on sign (please print or type)

Address

City

State/Province

Zip/Postal Code

Telephone

Fax

E-mail

(N12015)

Please check here if any of the above information has recently changed

Check all that apply

We are Retailers.

We are Brokers exclusively representing the following Retailers:

We are Developers/Owners.

We are Lenders.

We are Suppliers.

We are a City/Municipality or Economic Development Agency.

We have registered for the ICSC Monterey Idea Exchange.

We will notify ICSC immediately if we must cancel.

Indemnification

Each party, to the extent permitted by law, agrees to defend and indemnify the other, and its officers, directors, agents, and employees, of and from all claims, demands, or suits for bodily injury or property damage, including costs and attorney fees, in any way arising out of or related to third-party claims based on the indemnifying party's negligent acts or omissions in connection with the Event, except to the extent of the negligence or willful misconduct of the indemnified party.

Insurance

Exhibitor shall each carry Commercial General Liability insurance coverage for property damage and bodily injury to be in effect over the meeting dates specified in this Contract in an amount sufficient to meet its indemnity obligations for this Event.



Sponsorship Form

Sponsorships serve as an advertising or PR opportunity to get your company name out in front of a select audience of industry professionals. Be sure to take advantage of this opportunity!

BENEFITS	PLATINUM \$1,000	GOLD \$750	SILVER \$500
Company logo and 25-word company description (subject to ICSC approval) in Directory if sponsorship is received by January 20, 2015	<input type="checkbox"/>		
Company logo in the Directory Program if sponsorship is received by January 20, 2015		<input type="checkbox"/>	
Company name listed in the Directory Program if sponsorship is received by January 20, 2015			<input type="checkbox"/>
Company logo on table signs at reception	<input type="checkbox"/>	<input type="checkbox"/>	
Sponsor sign and/or PowerPoint display of your company logo at the Member-Hosted Reception on March 11, 2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PowerPoint display of your company logo during the lunch on March 11, 2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sponsor ribbons that can be worn with your badge throughout the Meeting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Pending production deadline dates

When

Wednesday, March 11, 2015
5:00 – 6:30 pm

Where

Portola Hotel & Spa
Two Portola Plaza
Monterey, CA

Deadline

Sponsorship must be received by **February 11, 2015** to be recognized at the meeting.

Sponsor Contact

Trace Johnson
Tel: +1 916 257 7691
E-mail: Tracelj@icloud.com

E-mail: cadams@icsc.org

ICSC Sponsor Contact

Casey Adams
Tel: +1 949 224 3830
E-mail: cadams@icsc.org

Return completed form to:

2014 Monterey Idea Exchange
Sponsorship
P.O. Box 26958
New York, NY 10087-6958
Fax: +1 732 694 1800
(credit card payments only)

Sign up now by returning completed form with:

- Payment by credit card or check made payable to ICSC. Payment must accompany the Sponsorship Form
- Your company logo (.jpeg or .gif format ONLY) to cadams@icsc.org
- 25-word company description (Platinum Sponsors) by January 20, 2015

Please check one: PLATINUM Sponsorship GOLD Sponsorship SILVER Sponsorship

Company _____

Company name that should appear on sign (please print or type) _____

Address _____

City _____

State/Province _____

Zip/Postal Code _____

Telephone _____

Fax _____

E-mail _____

(2015N1-S)

Please check here if any of the above information has recently changed

Method of payment

Check made payable to ICSC enclosed for \$ _____

MasterCard Visa AMEX Discover \$ _____

Name (as it appears on credit card) _____

Signature _____

Credit Card Number (include all digits) _____

Expiration Date (month/year) _____

Leasing Suite Application

When

Wednesday, March 11, 2015
8:30 am – 5:00 pm

Includes

10' x 10' pipe and draped Leasing Suite in the Portola Hotel & Spa
 Company sign
 Two administrative badges per company (not per Suite). Please note that these badges allow access to the Leasing Suite ONLY. They are not full conference badges.

Cost

\$325 per Suite. Suites are available on a first-come, first-served basis. **Payment MUST accompany form.**

Deadline

Applications must be received by **February 11, 2015**.

Cancellation

Notify ICSC immediately if you must cancel.

Availability

Suites are assigned on a first-come, first-served basis. Sending in this application does not guarantee a Leasing Suite will be reserved for you.

Notification

You will receive a written confirmation from ICSC two weeks prior to the meeting if a Suite has been reserved for you. **If you do not receive a letter regarding the status of your request, please contact Casey Adams at +1 949 224 3830 to confirm.**

ICSC Contact

Casey Adams
 Senior Project Manager
 Tel: +1 949 224 3830
 E-mail: cadams@icsc.org

Return completed form and payment to:

ICSC Registration
 P.O. Box 26958
 New York, NY 10087-6958
 Tel: +1 646 728 3800
 Fax: +1 732 694 1800 *(credit card payments only)*
 Checks must be made payable to ICSC. Please allow 10 days to process payments made by check.

Leasing Suite Policies

All guests in the Leasing Suite/visiting the Leasing Suite must be registered attendees of the Monterey Idea Exchange.

It is the responsibility of the Exhibitor to order furniture, food and beverage, audiovisual, and any other needs through the Monterey Conference Center.

No food and beverage is permitted to be brought into the Conference Center from outside vendors.

Exhibitor agrees not to operate Leasing Suites or a meeting room in the hotel or other facility in which the ICSC meeting is being held without the approval of ICSC.

Exhibitors are only permitted to operate Leasing Suites during the posted hours. Exhibitors who utilize Suites outside of the posted meeting hours will forfeit their Suite.

Only signage provided by ICSC will be allowed to be displayed outside the Leasing Suite.

Exhibitor agrees to abide by the ICSC rules of operation of Leasing Suite as set forth in the confirmation letter.

I have read and understand the leasing suite policies.

Name(s) of person(s) who will staff exhibit booth

*Separate meeting registration is required for each staff member.

Name for Administrative Pass (access to Leasing Suites only)			
Contact name (for Suite confirmation)			
Company			
Company name that should appear on sign (if different than above)			
Address			
City	State/Province	Zip/Postal Code	
Telephone	Fax	E-mail	2015N1



Networking Lounge Table Request Form

When

Wednesday, March 11, 2015
8:30 am – 5:00 pm

Includes

Round table
Chairs
Company ID sign

Who Qualifies

Retailers
Brokers representing Retailers
Developers/Owners
Lenders
Suppliers
Cities/Municipalities/Economic Development Agencies

Guidelines

Exhibits must not hang over the edge of the table
Exhibits must not rise more than 3' above the table
No floor easels
No electrical equipment
No balloons
One table per company

Cost

No cost to reserve a table, but each person who is working at the table must be an advance paid registrant for the meeting.

Deadline

In order to be listed in the Directory, ICSC must receive your Table Request Form by **January 20, 2015**.

Availability

Tables are confirmed on a first-come, first-served basis. Sending in this Request Form does not guarantee a table will be reserved for you.

Notification

You will receive a written table confirmation from ICSC two weeks prior to the meeting if a table has been reserved for you. **If you do not receive a letter regarding the status of your request, please notify the meeting contact listed to the right to confirm.**

Cancellation

Notify ICSC immediately if you must cancel.

Please return to:

ICSC
Ariel Kattan
Phone +1 646 728 3554
Fax +1 732 694 1680
Email: akattan@icsc.org

Name(s) of person(s) who will staff exhibit table

Contact Name (person to receive confirmation)

Company

Company name that should appear on sign (please print or type)

Address

City

State/Province

Zip/Postal Code

Telephone

Fax

E-mail

2015N1

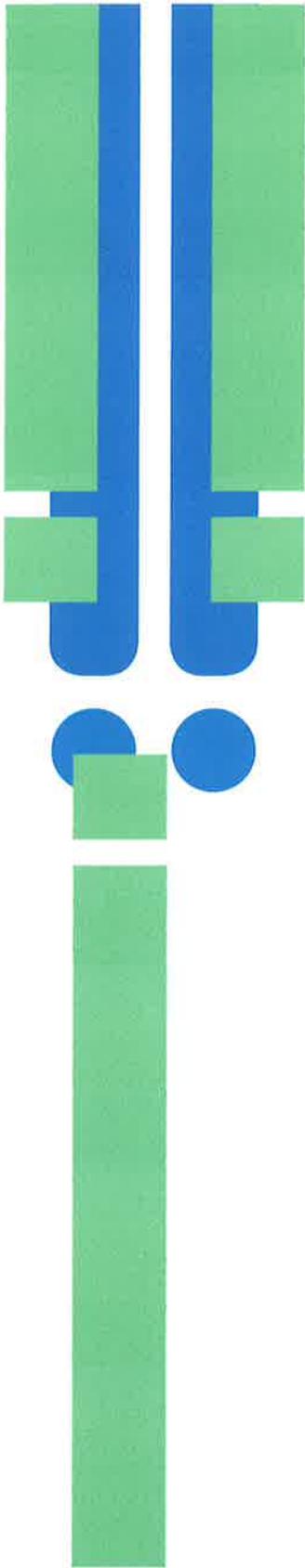
Check all that apply

- We are Retailers.
- We are Brokers exclusively representing the following Retailers:

- We are Developers/Owners.

- We are Lenders.
- We are Suppliers.
- We are a City/Municipality or Economic Development Agency.
- We have registered for the ICSC Monterey Idea Exchange.
- We will notify ICSC immediately if we must cancel.

International Council of Shopping Centers
1221 Avenue of the Americas, 41st Floor
New York, NY 10020-1099



Scan here for more information.



REGISTRATION FEES

Regular Registration Fees:

	EARLY BIRD	ADVANCE	ON-SITE
Member*:	\$530	\$570	\$720
Non-Member:	\$1,120	\$1,120	\$1,430
Student Member**:	\$50	\$50	\$50

Access to the Full Convention Program includes two lunches, receptions, Professional Development Day (Sunday), Leasing Mall, Marketplace Mall, and SPREE.

Best Value Registration Fees:

	EARLY BIRD	ADVANCE	ON-SITE
Member*:	\$625	\$665	\$815
Non-Member:	\$1,215	\$1,215	\$1,525
Student Member**:	\$145	\$145	\$145

The Best Value Package not only includes your RECon Regular Registration convention registration, but you will also enjoy unlimited, 24/7 access to the ICSC Digital Knowledge Center and experience up to 25 hours of audio recorded LIVE at RECon – all synchronized to presenters' PowerPoint presentations, downloaded MP3s, and presenter handouts.

Professional Development Day — Sunday, May 17:

ADVANCE/ON-SITE:	\$250
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This fee is for the **Professional Development Day** on Sunday, including all conference sessions and Academy courses. Those with RECon Regular Registration or Best Value Package Registration do **NOT** need to add on this fee, as it is included in your registration fee. Those who have a free Exhibitor, Marketplace Mall, MAXI or SPREE badge and would like to attend Professional Development Day sessions must register for this option.

* To qualify for the member rates, each registrant must be an ICSC member. A company membership does not entitle every employee of that company to register at the member rates.
 ** Registrants must be ICSC student members to qualify for the student rates.

All attendees and exhibitors are required to have an ICSC-issued color photo badge for access to the Convention. To submit a photo, visit www.icsc.org/membership/photo-upload-instructions

Become a Member and Save on Registration!

ICSC MEMBERSHIP FEES

Regular and Associate:	\$800
Affiliate:	\$125
Public/Academic:	\$100
Public/Academic Affiliate:	\$50
Student:	\$50

REGISTRATION DEADLINES

December 12, 2014

Early Bird Deadline – Members Save \$40

March 27, 2015

Register and submit a photo by deadline to receive your badge in the mail. No badges will be mailed without a photo. Registrants who pay the member rate must be a member in good standing on March 27 to retain that rate and receive a badge in the mail.

April 30, 2015

Deadline to receive advance registration fee.

May 16, 2015

Registrations will be accepted on-site in Las Vegas.

TRANSFERS/CANCELLATIONS

If you are unable to attend RECon, you may transfer your registration (member to non-member transfer requires higher registration fee be paid). After badges are mailed, the original registrant's badge must be returned at time of transfer. You may cancel your registration up to March 27, 2015 and receive a refund. All cancellations will be subject to a \$25 fee and must be received by ICSC in writing. No refunds will be issued after March 27, 2015.

HOW TO REGISTER

Online: www.icsccon.org

Fax: +1 732 694 1800

Mail: International Council of Shopping Centers
 P.O. Box 26958
 New York, NY 10087-6958, USA

Check here if name and address are to be corrected on ICSC's records to conform to information below.

2015RECON

NOTE: Changes in company membership can only be done if paid by the individual. PLEASE PHOTOCOPY FORM AS NEEDED.

REGISTRATION INFORMATION

Individual Membership Number* (as it appears on your membership card) _____

Last Name _____ First Name _____

Company Name _____ Title _____

Mailing Address _____

City _____ State/Province _____ Zip/Postal Code _____ Country _____

Telephone _____ Fax _____ E-mail _____

REGISTRATION FEE + MEMBERSHIP FEE (if applicable) = TOTAL AMOUNT

METHOD OF PAYMENT

Check made payable to ICSC enclosed. Credit Card: Mastercard Visa AMEX Discover

Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

Name (as it appears on credit card) _____ Signature _____



City of Oroville
DEC 16 2014
Administration

December 10, 2014

**INTERESTED IN SERVING ON THE LEAGUE BOARD OF DIRECTORS?
SPECIAL ELECTION FOR OPEN AT-LARGE POSITIONS**

The Executive Committee of the League of California Cities invites applications from elected officials interested in serving in one of three recently vacated at-large director positions on the board of directors. Two of the at-large positions have two-year terms; one has a one-year term. This unprecedented number of vacancies on the 49-member board arose from the recent election of one at-large director to the position of League second vice president, the election of another director to the NLC board of directors, and the end of the third at-large director's city term of office.

The League board of directors consists of the League officers (President, First Vice President, Second Vice President, and Immediate Past President), a representative from each of the League's 16 divisions, a representative from each of the League's 11 functional departments, the mayors or designees of the mayors of the 10 largest cities by population (listed as Large City appointments), and 12 at-large positions, at least one of which shall be a small city representative (under 10,000 population). City officials serving on the National League of Cities Board of Directors also serve on the League of California Cities Board of Directors for the duration of their term on the National League board (two-year term). Travel expenses to attend League board meetings are reimbursed by the League.

The League board of directors typically meets on a quarterly basis at locations throughout the state and at the Annual Conference. Nominees are expected to make a commitment to attend all meetings.

The deadline for submission of applications is **Midnight, Friday, January 2, 2015**. The Executive Committee of the board of directors will review all applications and informational materials and select a number of finalists to interview. ***All finalists will be asked to interview with the Executive Committee in person on Friday, January 23, 2015 in Sacramento or such other location as is determined to be more convenient for the applicants.*** The at-large finalists will be contacted by email with their interview time and interview location. Those at-large candidates who are not interviewed will be contacted with our regrets by both email and regular mail. Please note that your application for at-large director will be considered for this Special Election only. If you are interested in applying for at-large director or 2nd vice president for the 2015-2016 board of directors, please submit an application again in March when the information and forms for the 2015-2016 Application Period is announced.

At the February 19-20, 2015 board meeting, the full board of directors will consider and make the final decision on the Executive Committee's recommendations for filling the three at-large director positions.

If you are interested in submitting your application, please provide the information requested on the enclosed Application Form, and attach a bio/resume and letters of endorsement to the League's Sacramento headquarters on or before **Midnight, Friday, January 2, 2015**. Please review the position description for "Director Job Description" attached to the nomination form for at-large Director. Questions and applications should be referred to League staff Mimi Sharpe at (916) 658-8232 or msharpe@cacities.org

**League of California Cities
DIRECTOR JOB DESCRIPTION¹**

This is a responsible position involving serving on the board of directors of the non-profit League of California Cities. In accordance with the bylaws of the League and the policies of the board, directors have the following collective and individual responsibilities:

General Governance Responsibilities:

- Determine and support the organization's vision, mission and core beliefs
 - Select the chief executive. Support the executive and review his or her performance
 - Ensure adequate revenues and approve a budget for effective management of the revenues
 - Assist the board in carrying out its fiduciary responsibilities, such as reviewing the annual financial statements and the budget
 - Participate in grassroots activities in support of the League's strategic priorities
 - Support League ballot measure fundraising activities for CITIPAC and individual campaigns and contribute personally and through invitations to others.
 - Determine, monitor, and strengthen the organization's programs and services
 - Review agenda and supporting materials prior to board meetings
 - Attend all board and general membership meetings, including periodic meetings by conference call, and notify the Executive Director of any planned or emergency absence and the reason for it. (Board members are only allowed three consecutive absences).
 - Serve on the nominating or other committees and offer to take on special assignments
-

Ethical Responsibilities

- Ensure legal and ethical integrity and maintain accountability
- Use your League position responsibly, *e.g.* do not imply League support of private or city positions or seek favors by virtue of your role as a board member.
- Perform Board duties in good faith and with such care as necessary to promote the best interests of the League
- Become familiar with and follow conflict of interest legal requirements and policies to promote confidence in the League's decision-making
- Disclose potential conflicts of interest prior to voting on any matter before the Board

Communication Responsibilities

- Facilitate two-way communication between the League and city officials within your sphere of influence (your own city, neighboring cities, division, department, caucus, policy committee, etc.).
- Assume responsibility for interpreting board policy to the membership. Ensure the League speaks with "one voice" once the board has made a decision. Division and department representatives should report back directly on a regular basis.
- Ensure that board members are aware of the views of city officials throughout the state
- Attend all appropriate division, department, or general membership meetings
- Seek out city officials who have the potential to strengthen the League and encourage their participation in their division, on the League board, etc.

Expense Reimbursement

Board members receive no compensation, however, normal travel expenses (e.g., room, travel and meals), except for the Annual Conference, are either paid by the League or reimbursed. Any payments or reimbursements must be reported as required by the FPPC. The League will supply the information necessary to do so.

¹ Approved by the board of directors July 2010



**AT-LARGE DIRECTOR
SPECIAL ELECTION**

**League of California Cities 2014-2015 Board of Directors
3 Open At-large Seats
APPLICATION FORM**

*This form must be submitted by the Applicant. Attach additional pages as needed.
Letters of Endorsement/Support may be included, but must be sent along no later than
Midnight, January 2, 2015.*

Required Information : *[please make sure to provide an "active" email address and contact phone number]*

Name: _____ Title: _____

City Hall Address: _____

Cell Phone No.: _____ Email Address: _____

Date Current Term Expires: _____ City Imposed Term Limits? YES NO

Years in office? _____ If eligible, Nominee's next election date: _____

Nominee's Former Elected or Appointed Positions: _____

YOUR PREVIOUS STATE LEAGUE/NLC INVOLVEMENT/PARTICIPATION

(Please list current/previous positions and dates of service)

WILL YOU COMMIT THE NECESSARY TIME AND ENERGY TO THE POSITION?

(Includes 5 board meetings – four two-day meetings and a meeting at Annual Conference; in addition to possible board conference calls AND a willingness to serve on the board nominating and other committees)

YES, without qualification Unsure NO

Comments: _____

League of California Cities®

2014 ANNUAL REPORT

City of Oroville
DEC 29 2014
Administration

The League by the Numbers

Each year, the League of California Cities sets a course of action to meet the challenges facing California cities. The organization's staff works closely with elected and appointed city officials to influence state and federal policies affecting California cities and to create substantial educational programming. In 2014, the League achieved success in the Legislature and the courts, and it engaged thousands of city officials through regular publications, in-person conferences and meetings, webinars, Listservs and other in-depth resources. It is difficult to encapsulate all of this year's achievements, but a look at some hard numbers shows the ways in which the League effectively advocated for cities while educating and informing League members. This snapshot only begins to tell the story.



2,531
BILLS
INTRODUCED

Legislative

- **2,531** bills introduced, of which the League monitored, tracked and engaged on **1,124**.
- **45** city official meetings with legislators and legislative staff arranged by League staff.
- **483** members combined from **8** total policy committees, which met **3** to **4** times.
- **132** alumni of the League's California Civic Leadership Institute® between 2005 and 2014.



47
AMICUS
BRIEFS

Legal

- **1** lawsuit in which the League is a named petitioner on behalf of cities (*LCC v. Cohen*), to protect local sales and property tax authority.
- **1** lawsuit in which the League is providing partial financial and legal support (*City of El Centro v. Lanier*), to protect the contract powers of cities.
- **47** friend-of-the-court (i.e. amicus) briefs and letters approved for filing between November 2013 and October 2014.



24,000
WEBSITE
HITS

Information

- **115** *CA Cities Advocate* newsletter issues sent with an average of **36** articles per month.
- **24,000** average monthly hits to www.cacities.org.
- **5,000** Twitter followers.
- **2,200** Facebook likes.
- **12** issues of *Western City* magazine published, totalling **384** pages.
- **13,000** average monthly hits to www.westerncity.com.



2,050
ANNUAL
CONFERENCE
ATTENDEES

Education

- **25** webinars on a wide range of topics, **23** of them legislative and **2** legal.
- **3,500** webinar sites, often with more than **10** participants per site.
- **7** professional department meetings with more than **2,000** attendees combined.
- **2,050** Annual Conference attendees.
- **270** Expo exhibitors, including **90** first-time exhibitors.



473
MEMBER
CITIES

Membership

- **473** member cities — **98%** of all California cities.
- **261** member cities participated in the second-annual litigation surcharge — **55%** of member cities.
- **48** board members and **4** officers representing the diversity of California's large and small cities, the League's **16** regional divisions and **10** municipal departments.
- **132** current League Partners.



2,200
RESOURCES
DOWNLOADED
MONTHLY

New Resources to Assist Cities

- California Municipal Financial Health Diagnostic Tool.
- 2014 Local Streets and Roads Needs Assessment.
- Cap-and-Trade web portal with fact sheets, funding opportunities and events.
- Reengineered League App launched for the 2014 Annual Conference.
- **38** new Institute for Local Government (ILG) resources including case studies, tip sheets and white papers.
- **2,200** ILG resources downloaded monthly from www.ca-ilg.org.