



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

MAY 5, 2015

CLOSED SESSION 5:00 P.M.

OPEN SESSION 6:00 P.M.

AMENDED AGENDA

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

CLOSED SESSION (5:00 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 3 AND 4)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

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 APRIL 21, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **AMENDMENTS TO SECTIONS 20-1 AND 20-11 OF THE OROVILLE MUNICIPAL CODE – SEWER COLLECTION** – staff report

The Council may consider amending Sections 20-1 and 20-11 of the Oroville Municipal Code relating to the Sanitary Sewer Collection System. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Waive the second reading and adopt by title only, Ordinance No. 1808 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTIONS 20-1 AND 20-11 OF THE CODE OF THE CITY OF OROVILLE RELATING TO THE SANITARY SEWER COLLECTION SYSTEM.**

3. **REQUEST BY UNIVERSITY OF CALIFORNIA - LOS ANGELES** – staff report

The Council may consider a request by the University of California, Los Angeles (UCLA) to utilize and publish an image held in the Oroville Pioneer History Museum collection. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the request by Professor Madley, University of California, Los Angeles, to utilize and publish the image, “Jay Salisbury, Sandy Young, Hi (Harmon) Good, and Indian Lad” currently held at the Oroville Pioneer History Museum.**

4. **UN-CASHED CHECK POLICY** – staff report

The Council may consider a policy for processing un-cashed checks. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8354 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AN UN-CASHED CHECK POLICY FOR THE CITY OF OROVILLE.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

5. **APPOINTMENT TO THE OROVILLE PARK COMMISSION** – staff report

The Council may appointing a City resident to serve on the Oroville Park Commission. **(Donald Rust, Director of Community Development and Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Appoint a City resident to serve on the Oroville Park Commission for the remainder of former Commissioner Standley-Brown’s term which expires on June 30, 2019.**

6. **COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR THE RENTAL OF OFFICE SPACE AT 1461 MYERS STREET** – staff report *(Continued from April 21, 2015)*

The Council may consider a Commercial Lease Agreement with Sateh Sam Hasroun, publisher of The Digger Shopper and News, for rental of a commercial unit at the Historic State Theatre, 1461 Myers Street, Suite 2. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8348 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2 – (Agreement No. 3118).**

7. AGREEMENT TO RIGHT-OF-ENTRY/ POSSESSION WITH BUTTE COUNTY – staff report

The Council may consider an Agreement to Right-of-Entry/Possession with Butte County for the installation of a fiber optic communication line at the Butte County Hall of Records Construction Project, located on the corner of Nelson Avenue and Del Oro Avenue. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8355 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE COUNTY OF BUTTE FOR THE FIBER OPTIC UTILITY INSTALLATION RELATING TO THE BUTTE COUNTY HALL OF RECORDS CONSTRUCTION PROJECT, LOCATED ON THE CORNER OF NELSON AVENUE AND DEL ORO AVENUE – (Agreement No. 3121).**

8. PROPOSED FIRE SUPPRESSION AVIATION FACILITY PRESENTATION – staff report

The Council may hear a presentation regarding the exploration of a proposed collaborative effort between the Oroville City Fire Department, Mooretown Fire Department, El Medio Fire Department and the Bureau of Indian Affairs to develop a Fire Suppression Aviation Facility at the Oroville Airport. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Authorize and direct the Vice Mayor to execute a Letter of Support for the exploration of the collaborative effort between the Oroville City Fire Department, Mooretown Fire Department, El Medio Fire Department and the Bureau of Indian Affairs to develop a Fire Suppression Aviation Facility at the Oroville Airport.**

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

- Department of Alcoholic Beverage Control, received April 20, 2015
- State of California Department of Parks & Recreation, Boating & Waterways Commission, received April 20, 2015

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited

from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Public Safety Director.
3. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
4. Pursuant to Government Code Section 54956.8, the Council will meet with Real Property Negotiators, Acting City Administrator and City Attorney, regarding the property identified as 2066 Bird Street, Oroville.
5. Pursuant to Government Code section 54956.95, the Council will meet with the Acting City Administrator and City Attorney relating to Worker's Compensation Claim No. NCWA-556295.
6. Pursuant to Government Code section 54956.9(a), the Council will meet with the Acting City Administrator, Director of Community Development, Chief of Police, 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, and consolidated actions.
7. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A special meeting of the Oroville City Council will be held on Monday, May 11, 2015 at 3:00 p.m. at 2700 Oro Dam Boulevard, Oroville, CA 95965.

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

**CITY COUNCIL MEETING MINUTES
APRIL 21, 2015 – 5:00 P.M.**

The agenda for the April 21, 2015 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, April 17, 2015, at 3:33 p.m.

The April 21, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:04 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier
Absent: Vice Mayor Wilcox (excused)

Staff Present:

Donald Rust, Director of Community Development
Bill La Grone, Director of Public Safety
Rick Farley, RDA Coordinator
Allen Byers, Assistant Police Chief
Tyson Pardee, IT Manager
Gary Layman, Chief Building Official
Liz Ehrenstrom, Human Resource Analyst II

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Ruth Wright, Director of Finance
Karolyn Fairbanks, Treasurer
Dean Hill, Assistant Fire Chief
Rick Walls, Interim City Engineer
Bob Marciniak, Program Specialist

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pack 29 Tiger Den.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented a Certificate of Appreciation to John-Ross Franklin Floyd for earning the rank of Eagle Scout.

Mayor Dahlmeier presented a Certificate of Appreciation to Cissy Smith recognizing her as a Champion for Change for her participation in the Southside Oroville Community Garden.

Mayor Dahlmeier presented Gary Hollen with a Proclamation in recognition of Lee Walker Hollen.

Chief La Grone presented a badge and Mayor Dahlmeier administered an Oath of Office to Police Officer Joshua Meadors.

Mark Northcross, NHA Advisors, gave a presentation relating to Bond Refunding.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Tasha Levinson – Item No. 18
Susan Sims – Item No. 21

Allen Young – Item No. 21

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Berry, to approve the following Consent Calendar, with exception to Item No. 2, 4 and 11:

1. **APPROVAL OF THE MINUTES OF THE MARCH 31, 2015 AND APRIL 6, 2015 SPECIAL MEETINGS AND APRIL 7, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**
2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES – staff report**

The Council considered an Amendment to the Supplemental Benefits Fund Implementation Agreement between the City of Oroville and the State of California Department of Water Resources, extending the term through July 20, 2016. **(Donald Rust, Director of Community Development and Bob Marciniak, Program Specialist)**

Council Action Requested: **Adopt Resolution No. 8347 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, EXTENDING THE TERM THROUGH JULY 20, 2016 – (Agreement No. 1688-6).**

4. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
5. **SUNGARD PUBLIC SECTOR USERS' GROUP ASSOCIATION CONFERENCE – staff report**

The Council considered approval of the expenditure for City related business travel for the IT Manager to attend the Sungard Public Sector Users' Group Association (SUGA) Conference on May 17 – 21, 2015 in Atlanta, GA. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the expenditure for City related business travel for the IT Manager to attend the Sungard Users' Group Association Conference on May 17 – 21, 2015 in Atlanta, GA.**

6. **BAD DEBT AND COLLECTION POLICY – staff report**

The Council considered a Bad Debt and Collection Policy for the City of Oroville. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8349 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A BAD DEBT AND COLLECTION POLICY.**

7. GENERAL FUND BUDGET ADJUSTMENT AND TRANSFER – staff report

The Council considered a General Fund Budget adjustment and transfer for the City Administrator's budget. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the General Fund Budget adjustment and transfer for the City Administrator's budget as indicated in the April 21, 2015 staff report.**

8. MAILING OF PROP 218 INCREASES FOR SEWERAGE COMMISSION – OROVILLE REGION – staff report

The Council considered the mailing of Prop 218 notices to Oroville sewer customers regarding sewer treatment rate increases planned by the Sewerage Commission – Oroville Region. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize staff to prepare and issue a Purchase Order to the Work Training Center, in the amount of \$2,528.67 for the mailing of 3,886 Prop 218 rate increase notices to Oroville sewer customers.**

9. PIONEER MUSEUM RAMPS GRADING PROJECT – staff report

The Council considered a Permit to Enter and Construct with Right-of-Entry with Butte County for a small ramps grading project to be completed by the County on both City and County property behind the Pioneer Museum. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8350 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PERMIT TO ENTER AND CONSTRUCT WITH RIGHT-OF-ENTRY WITH BUTTE COUNTY FOR THE PIONEER MUSEUM RAMPS CONSTRUCTION PROJECT – (Agreement No. 3119).**

10. PURCHASE OF MICROSOFT OFFICE 365 – staff report

The Council considered the purchase of Microsoft Office 365, from the sole source provider, SADA Systems, a Microsoft Partner, in the amount of \$10,610.76, for hosted email, email retention, email legal hold, and Microsoft Office licensing, and an additional \$5,000 for IT services relating to this purchase. **(Donald Rust, Director of Community Development and Tyson Pardee, IT Manager)**

Council Action Requested:

- 1. Authorize the purchase of Microsoft Office 365, from the sole source provider, SADA Systems, a Microsoft Partner, in the amount of \$10,610.76, for hosted email, email retention, email legal hold, and Microsoft Office licensing.**
- 2. Authorize the expenditure of \$5,000 from the sole source provider, SADA Systems, a Microsoft Partner, for IT services relating to the purchase of**

Microsoft Office 365.

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

- 12. 2015 U.S. CONFERENCE OF MAYORS – SAN FRANCISCO, CA – staff report**

The Council received a report regarding the status of the U.S. Conference of Mayors, to be held in San Francisco, and Mayor Dahlmeier's attendance of the 2015 event. **(Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

- 13. MEMORANDUM OF UNDERSTANDING WITH OROVILLE UNION HIGH SCHOOL DISTRICT – staff report**

The Council considered a Memorandum of Understanding with the Oroville Union High School District for a full-time School Resource Officer. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8351 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT FOR A FULL-TIME SCHOOL RESOURCE OFFICER FOR THE 2015/2016 SCHOOL YEAR – (Agreement No. 1932-6).**

- 14. ASSET FORFEITURE REVENUE SHARING – staff report**

The Council received information regarding the sharing of assets seized in cooperation with the Butte County Interagency Narcotics Task Force and the Gridley/Biggs Police Department. **(Bill LA Grone, Director of Public Safety)**

Council Action Requested: **None.**

- 15. PURCHASE OF FORENSIC CELL PHONE EXAMINER EQUIPMENT – staff report**

The Council considered the purchase of Forensic Cell Phone Examiner Equipment, from the sole source provider, Cellebrite, in the amount of \$14,054. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Authorize the purchase of Forensic Cell Phone Examiner Equipment, from the sole source provider, Cellebrite, in the amount of \$14,054.**

- 16. AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION – CALFIRE – staff report**

The Council considered an Agreement with Cal Fire for mutual aid participation in the Butte Unit Strategic Fire Plan. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8352 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CAL FIRE FOR PARTICIPATION IN THE BUTTE UNIT STRATEGIC FIRE PLAN – (Agreement No. 3120).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor
Dahlmeier
Noes: None
Abstain: None
Absent: Vice Mayor Wilcox

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. AMENDMENT TO AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT – staff report

The Council considered an Amendment to the Agreement with Feather River Recreation and Park District relating to the Supplemental Benefits Fund grant for irrigation water well at the Nelson Sports Complex. **(Donald Rust, Director of Community Development and Bob Marciniak, Program Specialist)**

This item was removed from the Consent Calendar at the request of Council member Hatley for questions, which were answered by staff.

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

Adopt Resolution No. 8346 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, EXTENDING THE TERM OF THE AGREEMENT TO JULY 1, 2015 – (Agreement No. 3058-2).

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor
Dahlmeier
Noes: None
Abstain: None
Absent: Vice Mayor Wilcox

4. COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR THE RENTAL OF OFFICE SPACE AT 1461 MYERS STREET – staff report

The Council considered entering into a Commercial Lease Agreement with Sateh Sam Hasroun, publisher of The Digger Shopper and News, for rental of a commercial unit at the Historic State Theatre, 1461 Myers Street, Suite 2. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

This item was removed from the Consent Calendar at the request of Council Member Hatley for questions, which were answered by staff.

Following discussion, this item was continued to the May 5, 2015 regular meeting of the Oroville City Council for further consideration therefore; no action was taken on the following:

Adopt Resolution No. 8348 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2 – (Agreement No. 3118).

11. OPENING OF ESCROW FOR TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – staff report

The Council considered the opening of escrow with Fidelity National Title for the purchase of real property at Assessor's Parcel No. 031-052-027 relating to the Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

At the request of Donald Rust, Director of Community Development, this item was tabled until the May 5, 2015 regular meeting of the Oroville City Council therefore; no action was taken on the following:

Authorize the payment of \$19,825 to Fidelity National Title to fund the escrow for the purchase of Right-of-Way from Star Highlands of Oroville (APN 031-052-027), relating to the Table Mountain Boulevard Roundabout Project.

PUBLIC HEARINGS

17. AMENDMENTS TO SECTIONS 20-1 AND 20-11 OF THE OROVILLE MUNICIPAL CODE – SEWER COLLECTION – staff report

The Council held a public hearing and considered amending Sections 20-1 and 20-11 of the Oroville Municipal Code relating to the Sanitary Sewer Collection System. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

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

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

Waive the first reading and introduce by title only, Ordinance No. 1808 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTIONS 20-1 AND 20-11 OF THE CODE OF THE CITY OF OROVILLE RELATING TO THE SANITARY SEWER COLLECTION SYSTEM.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Vice Mayor Wilcox

18. DEVELOPMENT IMPACT FEES – staff report

The Council held a public hearing and considered adopting Development Impact Fees as specified in the Development Impact Fee Report, completed by Willdan Financial Services. **(Donald Rust, Director of Community Development and Glenn Lazof, Finance Project Manager)**

Mayor Dahlmeier opened the public hearing.

Tasha Levinson spoke in support of the Development Impact Fees specified in the Development Impact Fee Report, completed by Willdan Financial Services.

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

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

Adopt Resolution No. 8353 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DEVELOPMENT IMPACT FEES AS SPECIFIED IN THE DEVELOPMENT IMPACT FEE REPORT.

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Vice Mayor Wilcox

REGULAR BUSINESS

19. FACILITY AND PARK FEE WAIVER POLICY – staff report

The Council considered giving staff direction on the existing Facility and Park Fee Waiver Policy. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, the Council directed staff to amend the existing Facility and Park Fee Waiver Policy to require non-profit applicants to apply for a 50% fee waiver 60 days prior to events. In addition, the Council directed staff to eliminate the appeals option.

20. FEE WAIVER REQUEST FOR USE OF THE LOTT HOME/SANK PARK BY THE AMAPOLA CHAPTER – ORDER OF THE EASTERN STAR – staff report

The Council considered a fee waiver request for use of the Lott Home/Sank Park by the Amapola Chapter – Order of the Eastern Star for their annual BBQ fundraiser and family day. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

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

Approve a 50% fee waiver, in the amount of \$125, for use of the Lott Home/Sank Park by the Amapola Chapter – Order of the Eastern Star for their annual BBQ fundraiser and family day.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Vice Mayor Wilcox

21. TREE REMOVAL MORATORIUM – staff report

The Council considered giving staff direction regarding a potential tree removal moratorium. **(Donald Rust, Director of Community Development)**

Allen Young spoke to the Council relating concerns over the removal of trees.

Susan Sims spoke in support of the management of the Parks and Trees Department.

Following discussion, the Council directed staff to cease development of a tree moratorium for the City of Oroville.

22. SUPPLEMENTAL APPROPRIATION FOR CITY HOUSING ECONOMIC DEVELOPMENT REVOLVING LOAN FUND – staff report

The Council considered a supplemental appropriation to increase the previously approved budget for the City Housing Economic Development Revolving Loan Fund. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

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

Approve Supplemental Appropriation No. 2014/15-0421-06, as indicated in the April 21, 2015 staff report.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Vice Mayor Wilcox

23. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR MARCH 2015 – reports attached

The Council received and acknowledged the Monthly Summary of Investments and the Monthly Financial Reports for March 2015. **(Ruth Wright, Director of Finance)**

SUCCESSOR AGENCY

24. PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC.
– staff report

The Commission considered a Professional Services Agreement with Rosenow Spevacek Group, Inc. (“RSG”), in the amount of \$5,500, annually, for five years, to provide Continuing Disclosure and Dissemination Agent Services as required by the Continuing Disclosure Certificate for the Successor Agency’s Tax Allocation Refunding Bonds Series 2015A and Series 2015B. **(Rick Farley, RDA Coordinator)**

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

Adopt Resolution No. 15-08 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC, IN THE AMOUNT OF \$5,500, ANNUALLY, FOR FIVE YEARS, FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES AS REQUIRED BY THE CONTINUING DISCLOSURE CERTIFICATE FOR THE SUCCESSOR AGENCY’S TAX ALLOCATION REFUNDING BONDS SERIES 2015A AND SERIES 2015B – (Agreement No. 15-01).

The motion was passed by the following vote:

Ayes: Commissioners Berry, Del Rosario, Hatley, Pittman, Simpson, Chairperson
Dahlmeier
Noes: None
Abstain: None
Absent: Vice Chairperson Wilcox

25. TRANSFER OF LAND AT 2044 MONTGOMERY STREET – staff report

The Commission considered the transfer of a triangular portion of land at 2044 Montgomery Street to the adjacent property owner at 2040 Montgomery Street through a lot line adjustment. **(Rick Farley, RDA Coordinator)**

A motion was made by Commissioner Simpson, seconded by Commissioner Hatley, to:

Adopt Resolution No. 15-09 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF A TRIANGULAR PORTION OF LAND AT 2044 MONTGOMERY STREET TO THE ADJACENT PROPERTY OWNER AT 2040 MONTGOMERY STREET THROUGH A LOT LINE ADJUSTMENT WITH FAIR COMPENSATION.

The motion was passed by the following vote:

Ayes: Commissioners Berry, Del Rosario, Hatley, Pittman, Simpson, Chairperson
Dahlmeier
Noes: None
Abstain: None
Absent: Vice Chairperson Wilcox

MAYOR/ COUNCIL REPORTS

Council Member Pittman reported his attendance to the State Water Control Board meeting, held at the Elk's Lodge in Chico, CA.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Public Safety Department – activity report

Donald Rust, Director of Community Development, spoke to the Council regarding the sponsorship of a Flag Day event, and maintenance concerns relating to the Ishi monument on Oro Quincy Highway.

Cheri Bunker advised that the Native Sons of the Golden West would be partnering with the City to maintain the Ishi monument.

Mr. Rust also reported that the State Department of Housing and Community Development would be providing the Council with a presentation during the May 11, 2015 special meeting at the Table Mountain Golf Club.

CORRESPONDENCE

- Butte County Air Quality Management District, received April 9, 2015
- Table Mountain Golf Club, received April 10, 2015
- Minasian, Meith, Soares, Sexton and Cooper, LLP, received on April 20, 2015

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(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, and/or employment of a public employee related to the following position: City Administrator.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
3. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Public Safety Director.
4. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.

5. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator and City Attorney relating to existing litigation: Americanwest Bank v. Oroville Economic and Community Development Corp., et al., Butte County Superior Court, Case No. 161808.
6. Pursuant to Government Code section 54956.95, the Council met with the Acting City Administrator and City Attorney relating to Worker's Compensation Claim No. NCWA-556295.
7. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, Director of Community Development, Chief of Police, 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, and consolidated actions.
8. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.

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

ADJOURNMENT

The meeting was adjourned at 8:09 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, May 5, 2015, at 5:00 p.m.

Donald Rust, Acting City Clerk

Thil Wilcox, Vice Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: AMENDMENTS TO SECTIONS 20-1 AND 20-11 OF THE OROVILLE
MUNICIPAL CODE – SEWER COLLECTION (2nd READING)**

DATE: MAY 5, 2015

SUMMARY

The Council may consider amending Sections 20-1 and 20-11 of the Oroville Municipal Code relating to the Sanitary Sewer Collection System.

DISCUSSION

As currently codified in Chapter 20 of the Oroville Municipal Code regarding sewer collection, the responsibility for the maintenance of privately owned sewer laterals connected to the City's sewer mains is vested with the property owner. In recent years, with more private laterals requiring repair or replacement due to age and/or root intrusion, some private property owners have objected to and/or disagreed with the current language in the City's sewer code regarding private lateral maintenance. The purpose of the proposed revisions to Sections 20-1 and 20-11 is to provide a higher level of specificity concerning definition of a private lateral and the level of private lateral maintenance required by the private property owner.

A public hearing on this matter was held on April 21, 2015 with the City Council approving the ordinance for a second reading and adoption.

FISCAL IMPACT

None.

RECOMMENDATIONS

Waive the second reading and adopt by title only, Ordinance No. 1808 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTIONS 20-1 AND 20-11 OF THE CODE OF THE CITY OF OROVILLE RELATING TO THE SANITARY SEWER COLLECTION SYSTEM.

CC-2

ATTACHMENTS

Ordinance No. 1808

Public Hearing Notices – April 21, 2015 and May 5, 2015

**CITY OF OROVILLE
ORDINANCE NO. 1808**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTIONS 20-1 AND
20-11 OF THE CODE OF THE CITY OF OROVILLE RELATING TO SEWERS**

The Council of the City of Oroville do ORDAIN AS FOLLOWS:

SECTION 1. The definition of “private sewerage facilities” is added to Section 20-1 of the Code of the City of Oroville to read:

“Private sewerage facilities”. The private sewerage facilities are all of the privately owned wastewater pipes and all appurtenances thereto associated with the conveyance of sewage away from buildings to the City sewer main located in the public right-of-way or a City sewer maintenance easement. These facilities include all of the underground sewer lateral pipes and appurtenances located within the City’s public right-of-way or a City sewer maintenance easement, and specifically includes the equipment and materials used to physically connect the lateral pipes to the City sewer main, and the portion of the City sewer main the lateral pipes are connected to.

SECTION 2. Section 20-11 of the Code of the City of Oroville is amended to read:

20-11 Maintenance of private ~~systems~~ sewerage facilities connected to city system sewerage facilities.

All private ~~sewer systems~~ sewerage facilities as defined in Section 20-1 connected to the city’s sewerage facility facilities shall be maintained by the owners in safe, operable condition and free from excessive infiltration and root intrusion into the city sewerage facilities. The city shall have the right to test such systems from time to time to determine their condition and the extent of infiltration and/or root intrusion. If it appears, in the judgment of the city, that the tested system is not in a safe, operable condition or is subject to excessive infiltration and/or root intrusion, the landowner shall be so notified in writing, and shall repair the system within the period specified in the notice.

Violation and failure to comply within the period specified in the notice is hereby declared a public nuisance, and the director of public works may abate such public nuisance and place a lien on the property causing such nuisance for the reasonable cost of repairs. (Ord. No. 1200, art. 4, § 2.)

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against it.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 5, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

**CITY OF OROVILLE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City of Oroville City Council will conduct a public hearing on Tuesday, April 21, 2015, at 6:00 p.m. in the City Council Chambers, at 1735 Montgomery Street, Oroville, California to consider amendments to Sections 20-1 and 20-11 of the Oroville Municipal Code relating to the sanitary sewer collection system.

The amendments to Section 20-1 will include revisions to the definitions for privately owned sewer collection facilities. The amendment to Section 20-11 will clarify the maintenance responsibilities for private landowners who own sewer laterals connected to the City's sewer collection system.

Written comments may be submitted in advance of the hearing to the City of Oroville Public Works Department. Additional information regarding these code amendments may be obtained or by contacting the Public Works Department at 1735 Montgomery Street, Oroville, at (530) 538-2420.

Don Rust
Interim City Administrator

Published: April 14, 2015
Posted: April 14, 2015



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

530-538-2533
Fax 530-538-2468

PUBLIC NOTICE
CITY OF OROVILLE
ORDINANCE NO. 1808
MUNICIPAL CODE AMENDMENT – SECTIONS 20-1 AND 20-11

Pursuant to Article VII of the Oroville City Charter, a summary of the proposed amendment to the Oroville Municipal Code Sections 20-1 and 20-11 has been prepared by the City Attorney:

The modified and amended Sections 20-1 and 20-11 defines “Private Sewerage Facilities”, outlines the maintenance responsibilities for these Private Sewerage Facilities, and provides remedies for failure to comply with the ordinance.

Additional information regarding the proposal described in this notice can be obtained from the Oroville City Clerk at 1735 Montgomery Street, Oroville, CA. Anyone desiring to submit information, opinions or objections is requested to submit them in writing to the City Clerk prior to the hearing on May 5, 2015, at 6:00 p.m.

Posted/Published: April 25, 2015

Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: REQUEST BY THE UNIVERSITY OF CALIFORNIA - LOS ANGELES

DATE: MAY 5, 2015

SUMMARY

The Council may consider a request by the University of California, Los Angeles (UCLA) to utilize and publish an image held in the Oroville Pioneer History Museum collection.

DISCUSSION

The image that is being requested is of an unknown photographer titled "Jay Salisbury, Sandy Young, Hi (Harmon) Good, and Indian Lad." The date of the image (photograph) is unknown. Assistant Professor Benjamin Madley would look to use the image in a forthcoming book relating to Native Americans during 1846 to 1873.

City staff believes that allowing Professor Madley use of the image provides collaboration and cooperation with UCLA as part of the museum purpose and will provide acknowledgement of the image and the Oroville Pioneer History Museum.

FISCAL IMPACT

No fiscal impact to the General Fund

RECOMMENDATIONS

Approve the request by Professor Madley, University of California, Los Angeles, to utilize and publish the image, "Jay Salisbury, Sandy Young, Hi (Harmon) Good, and Indian Lad" currently held at the Oroville Pioneer History Museum.

ATTACHMENTS

Letter from Professor Madley



DEPARTMENT OF HISTORY
6265 BUNCHE HALL
BOX 951473
LOS ANGELES, CA 90095-1473

PHONE: (310) 825-4601
FAX: (310) 206-9630

April 1, 2015

Oroville City Council
1735 Montgomery St.
Oroville, CA 95965

Oroville Parks Commission
1735 Montgomery St.
Oroville, CA 95965

Dear Sirs and Madams,

I write to respectfully request written permission to publish an image held in the Oroville Pioneer History Museum's collection. The image is: Unknown photographer, "Jay Salisbury, Sandy Young, Hi [Harmon] Good, and Indian Lad," photograph, no date. I would like to publish this image in my forthcoming book, *An American Genocide: The California Indian Catastrophe, 1846-1873* (New Haven: Yale University Press, forthcoming).

If you send me a letter granting me written permission to republish this image, I will then include a caption, under this image, noting that it is courtesy of the Pioneer Museum and Oroville City Council, Oroville, California.

Thank you very much for your time and consideration. If you have any questions, please let me know.

Sincerely,


Benjamin Madley
Assistant Professor
Department of History
University of California, Los Angeles
madley@ucla.edu
(510)-290-5777

City of Oroville
APR - 7 2015
Administration

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, DIRECTOR OF FINANCE
RE: UN-CASHED CITY CHECK POLICY
DATE: MAY 5, 2015

SUMMARY

The Council may consider a policy for processing un-cashed checks.

DISCUSSION

In pursuit of creating a systematic approach in the handling of un-cashed checks the Finance Department would like the Council to review and approve the new Un-cashed Check Policy for the City of Oroville.

Policies are a vital part of any organization to keep the flow of information running smoothly and to remove individual interpretations of how things should be handled.

The City has no previous policy regarding un-cashed checks that could be located. The City is carrying outstanding checks on the bank reconciliation that are decades old. This distorts the true cash balance reported on the City's financial statements.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Resolution No. 8354 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AN UN-CASHED CHECK POLICY FOR THE CITY OF OROVILLE.

ATTACHMENTS

Resolution No. 8354
Un-Cashed Check Policy

CC-4

**CITY OF OROVILLE
RESOLUTION NO. 8354**

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING AN UN-CASHED CHECK POLICY

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

1. The Council hereby adopts the Un-Cashed Check Policy, as attached, for the City of Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on May 5, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

UN-CASHED CHECK POLICY



City of Oroville
Finance Department
Effective Date: 05/05/2015
Last revision date: New

A. Purpose

To outline the policies and procedures adopted by the City Council regarding a systematic and consistent approach to evaluating and voiding un-cashed checks.

B. Policy Scope

This policy is applicable to the all Funds of the City, whose affairs and financial expenditures are under the supervision and control of the City Council.

C. Policy

The Finance Department will develop and maintain procedures to systematically review and evaluate un-cashed checks.

This policy establishes the criteria and procedures to be followed to void un-cashed checks and how to record such activity in the general ledger.

This policy will identify proper time limits and steps to handle un-cashed checks (outstanding checks). Finance Staff will review outstanding checks and apply a systematic approach to voiding them.

This policy will ensure consistency in handling un-cashed checks.

All payments generated from the Finance Department in the form of checks are reconciled monthly and from time to time checks remain outstanding for various

reasons. Reasons that checks remain un-cashed could be they were lost, destroyed, never received etc.

Procedure for handling stale dated checks:

Checks over six months old are considered “stale dated”. After a check has reached this age the check amount shall be moved from the City’s Cash account to a new asset account titled “Time Expired Checks” by creating a journal for that amount.

Departments where the outstanding check is generated from shall review outstanding checks prior to the journal preparation.

Every effort will be made to track down the Payee to find the reason it has not been cashed prior to the journal preparation.

Procedure for handling Time Expired Checks under three years old:

These checks may be reissued if the payee comes forth within three years of check issue date. Replacement checks will be written from the Time Expired Check account and not from the City’s cash account.

Payee will need to either present the original check to void and reissue or fill out a Lost or Destroyed Check Statement.

At no time will the Finance Department void a check under three years old without the original or the Lost or Destroyed Check Statement from the Payee.

Procedure for handling Time Expired Checks over three years old:

After three years a Time Expired Check may be considered for voiding.

Amounts under \$1,000 that have been carried in Time Expired Checks for three years can be voided without Council approval.

Checks \$1,000 and over will be brought to Council for approval prior to voiding.

If the Payee comes forth after three years from the issue date the Payee must pursue Council approval prior to the check being reissued.

If the Council approves the reissuance of a check over three years old that has been voided, expenditure has to be made out of the Contingency Fund as no budget appropriation is set aside for voided checks.

Definitions

Outstanding check: A check that is not cashed and paid against our bank account.

Stale dated check: A check that is over six months old from issuance date and is removed from the outstanding check list.

Time Expired check: A check that is over six months old and less than three years old from issuance date and is removed from the outstanding check list.

Void check: A check that has been returned un-cashed (or certified lost or destroyed) and is no longer valid and is removed from Time Expired check list.

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT
JAMIE HAYES, ASSISTANT CITY CLERK**

RE: APPOINTMENT TO THE OROVILLE PARK COMMISSION

DATE: MAY 5, 2015

SUMMARY

The Council will consider appointing a City resident to serve on the Oroville Park Commission.

DISCUSSION

The Oroville Park Commission is responsible for oversight and advising to the City Council regarding the management, maintenance and operations of the City-owned parks, museums and cultural facilities as well as the general maintenance and management of City trees, plants and lawns within the City limits.

Article X of the City Charter allows for five (5) appointments to the City's Park Commission. Applicants must reside within the City limits.

Staff advertised on the City website and at the front of City Hall for qualified applicants to apply for the Commission and received two (2) qualified applications for appointment to the Commission from Kim Campbell and Judith Elia.

If appointed, the applicant will serve the remainder of former Commissioner Standley-Brown's term which expires on June 30, 2019.

FISCAL IMPACT

None.

RECOMMENDATION

Appoint a City resident to serve on the Oroville Park Commission for the remainder of former Commissioner Standley-Brown's term which expires on June 30, 2019.

ATTACHMENTS

City Charter, Article X – Park Commission
(2) Application for Appointment Forms

CC-5

Article X. PARK COMMISSION.

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The department of parks shall have the power and duty:

1. To manage and control the parks owned or operated by the City of Oroville.
2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.
3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parcel checking rooms and lockers and other similar purposes.
4. To establish schedules of charges for special services.
5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.
6. To have charge over and care of trees, plants and lawns in parking along public streets, subject to street improvements authorized by the city.
7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund. No money in the park fund shall be used for any purpose other than the financial support of the department of parks.

The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.

No real property shall be acquired by the city for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, request the appointment of a special commission to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its discretion, if said proposed improvement will increase the value of such park for park purposes, provide by ordinance for the appointment by the mayor, subject to the conformation by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the maintenance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

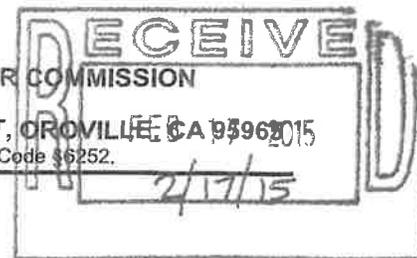
All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever remain to the use of the public inviolate.

CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95962-0115

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



Name of committee/commission you are applying for:

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

- Planning Commission Arts Commission
- Housing Loan Advisory Committee Economic Development Loan Advisory Committee
- Park Commission Southside Community Center Advisory Committee
- Oroville Mosquito Abatement District Committee Other: _____

APPLICANT INFORMATION

Name (print): Kim Campbell

Residence Address: Oroville, CA 95966

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

Are you a qualified elector** of the City? Yes No

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

EMPLOYMENT INFORMATION

Occupation: REALTOR

Current Employer: BETTER HOMES REALTY / SELF

Current Employer Address: 3014 OLIVE HWY OROVILLE, CA 95966

Telephone: 530 532-0400

EXPERIENCE/BACKGROUND

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

Education: SOME COLLEGE

Memberships of Organizations: _____

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

If yes, list committee/commission and dates served: _____

OPTIONAL

How did you hear about this recruitment? FRIEND

VERIFICATION

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

Date: 1/23/15

Signature: _____



BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

1. Why would you want to serve on the Committee/Commission?
To BE OF SERVICE TO MY COMMUNITY.
2. What unique qualifications and/or skills would you bring to the Committee/Commission?
I'M A PROFESSIONAL WOMAN WHO ENJOYS THE OUTDOORS. I'M WILLING + ABLE TO HELP MAINTAIN + CONTRIBUTE TO KEEPING OUR PARKS BEAUTIFUL. I LOVE OROVILLE AND WANT TO CONTRIBUTE TO HIGHLIGHTING WHAT OUR GREAT LANDSCAPE HAS TO OFFER!
3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?
N/A

Date: 1/23/15

Signature: " [Handwritten Signature]



City of Oroville
FEB 17 2015
Administration

CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:
Art, Culture, Entertainment District Advisory Committee

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

- | | |
|---|--|
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Arts Commission |
| <input type="checkbox"/> Housing Loan Advisory Committee | <input type="checkbox"/> Economic Development Loan Advisory Committee |
| <input checked="" type="checkbox"/> Park Commission | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input checked="" type="checkbox"/> Art, Cultural Entertainment District Advisory Committee | |
| <input type="checkbox"/> Oroville Mosquito Abatement District Committee | <input type="checkbox"/> Other |

APPLICANT INFORMATION

Name (print): Judith Anne Elia

Residence Address: _____

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

Are you a qualified elector** of the City? Yes No

EMPLOYMENT INFORMATION

Occupation: Minister and Child and Family Therapist

Current Employer: Unity of Oroville Church

Current Employer Address: 3121 Robinson St, Oroville, CA 95965

Telephone: (530) 533-8696

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: M.S. Human Dev, Counseling and Family Studies, Ordained Minister

Memberships of Organizations: Living Tao Foundation, Leadership Brevard, Worldwide I

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

If yes, list committee/commission and dates served: _____

OPTIONAL
Article in the local paper

How did you hear about this recruitment? _____

VERIFICATION

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

Date: Feb. 17, 2015

Signature.  _____

Please use this space for any other additional information that you would like to provide in support of your application.

EDUCATION

Naropa University, Boulder, Colorado
Religious Studies, Graduate Student, Fall 2005 – Fall 2008

Unity School for Religious Studies, Lee's Summit, Missouri
Graduation and Ministerial Ordination, June 1994

The International Training Institute with Virginia Satir, Crested Butte, Colorado
Graduate of Avanta VII & Member of the Avanta Network, August 1987

University of Rhode Island, Kingston Rhode Island
Master of Science – Human Development, Counseling and Family Studies,
August 1983

Ithaca College, Ithaca, New York
Bachelor of Arts – Psychology, May 1978

PROFESSIONAL

Minister

Unity of Oroville Church, Oroville, CA 8-2015 to Present

Clinician

Child Guidance Center Jacksonville, FL 1-2011-2-2014
Child, Adolescent and Family Therapist in the Arlington Outpatient Program.

Therapist

Stepping Stones Addiction Treatment Program Jacksonville, FL 9-12/2010
Christian Counselor in an intensive inpatient program for drug, alcohol and dual diagnosis treatment.

Minister

Unity Church for Creative Living Jacksonville, FL 3/2007- 7/2010
Senior Minister of a church in the Julington Creek area with an active outreach program and a diverse and rapidly growing congregation.

Clinical Supervisor

Devereux Intensive Residential Program Viera, FL 5/2001 - 6/2002
Individual, group, and family therapist, and supervisor of therapists in a residential program for inner city teenagers.

Minister

Unity by the Bay Severna Park, Maryland 7/1994 - 1/2000
Senior Minister of a suburban church with two hundred members, an innovative youth ministry and a dedicated community outreach program.

Adjunct Faculty

Longview Community College Lee's Summit, Missouri 1992 - 1994

Taught General Psychology and Developmental Psychology.

Wellness Center Coordinator

Unity of the Palm Beaches West Palm Beach, Florida 1990 - 1992
Developed and administered holistic educational programs, provided counseling services and facilitated two weekly ongoing classes.

Child and Family Therapist

Devereux Hospital Viera, Florida 3/1989 – 9/1990
Individual, Group and Family Therapy for SED children in IRTC program.
Coordinator of group psychotherapy and ongoing group facilitation skills trainer.
Therapeutic communication skills trainer for the orientation of new employees.

Clinical Director

Child Protection Team West Palm Beach, Florida 1986 - 1987
Worked as a member of a multi-disciplinary team to perform family/child psychosocial evaluations, individual, group and family therapy and clinical supervision related to abused and neglected children in five counties.

IOP Therapist

Unity Center for Health West Palm Beach, Florida 1987 - 1989
Provided individual, group and family psychotherapy as part of a Holistic practice of complementary health professionals doing integrative outpatient recovery programs for addictions and eating disorders.

Adjunct Faculty

Northwood Institute West Palm Beach, Florida 1986 - 1989
Taught undergraduate Psychology, Organizational Development and Communication Classes.

Supervisor of Fitness and Wellness Program

FPA Corporation Pompano Beach, Florida 1982-1986
Created and implemented an integrative wellness program for the five star Hotel and Spa at Palm Aire. Supervisor of staff & personal consultant to VIP guests.

Child and Family Therapist

Kids in Distress Ft Lauderdale, Florida 1985-1986
Provided therapeutic play sessions and facilitated the "Nurturing Program" for multi-family group intervention for violent families court-ordered to attend while their children were in protective custody.

**HONORS,
PROFESSIONAL
AFFILIATIONS**

Licensed Marriage and Family Therapist (0001033) and Approved Supervisor
Ordained Unity Minister (1994)
Graduate of Leadership Brevard 2003
Who's who in American Colleges and Universities, May 1978
Graduate of Findhorn Foundation's Applied Ecovillage Training, 2014
Awarded the Permaculture Design Certificate by the British PC, 2014.
Yoga Teacher certification since 1990 and recertified in 2013.
Graduate of Level 5 Qigong and Tai Ji Training with Zhongxian Wu, 2012.
Workshop Presenter at the *Parliament of the World Religion's 100th*
Anniversary at the Palmer House in Chicago, Illinois, August 1993.

COMMUNITY SERVICE

Interfaith Ambassador with Community Leaders, Educators and Ministers on a Peace and Friendship Tour of Turkey sponsored by the Amity Turkish Cultural Center, 2010.

Collaborated with Carrabba's Restaurant for FUNdraisers for community nonprofits including the Clara White Mission for underserved and homeless youth and families, Unity Church "Burn the Mortgage" campaign and the Brevard Zoo and Botanical Gardens, 2007-2012.

Workshop Presenter at the *Parliament of the World Religion's 100th Anniversary* at the Palmer House in Chicago, Illinois, August 1993.

Co-Chairperson of "*Touch of Earth with Music*," an event to honor Earth Day at MacArthur State Beach Park, North Palm Beach, Florida, April 1990.

Regional Chapter Representative of the Albert Schweitzer Foundation at the United Nations Colloquium on "*A Reverence for All Life*," August 1990.

Conference Planner and Presenter at the *First International Conference on Holistic Health and Medicine* in Bangalore, India, November 1989.

Conference Coordinator for the *World Religions Conference* in Melbourne Beach, Florida, an interdenominational ecumenical event with representatives from the eight major world religions, April 1989.

Overall Coordinator of the *First Earth Run Benefit* at the *Spa at Palm Aire* in Pompano Beach, Florida: A Gala Dinner, 8K Run & Cultural Arts.

Dear Mayor Dahlmeier and City Council Members:

Thank you for all the work you do for our city. I am happy to be living in the city of Oroville. I find it to be a charming, refreshing, culturally diverse, welcoming and beautiful city. I have family in Grass Valley, Auburn, and San Jose that seem puzzled by my choice to live in Oroville but I feel that I am very fortunate to live here.

I was raised in a small town outside of Buffalo, NY when it was still possible to ride my horse to school. I appreciate country living. I have recently been studying Permaculture design and sustainable agriculture in Scotland and hope to bring some of what I learned to our community. I am eager and willing to assist and support you as our city leaders in protecting our brilliant landscapes and unique architectural gems in the Historic district.

I think Oroville is rich in stories that are waiting to be told and a new story is unfolding. It is a pivotal moment when we can come together in innovative ways to deepen our sense of place, community connection, honor our unique cultural diversity and protect and showcase our precious heritage trees (we lost some but we still have many left) and significant historical buildings. I have been educating myself about how other cities have done this and would very much like to be a part of making this happen for Oroville.

San Jose and Portland, for example, both have through City Government mandates and support from local, state, federal and foundation grants registered hundreds of Trees as Heritage Trees and created Heritage Tree Walks that have become a significant boon to tourism in those cities. The city of Savannah (one of our residents who owns a Historic Home) shared with me has developed both a walking and a driving tour of Historic Homes. Is this something that you also envision for the city of Oroville? If it is I am here to assist you in any way I can. I have several ideas on how to begin this process and make it fun and educational for our children and families.

Please let me know if there is a convenient time that I may discuss my proposals with you or if there is already a committees handling these issues I would be pleased to be involved.

With Respect and Gratitude,

Judith Anne Eila

Oroville 2020

Connect. Cooperate. Create.

Building and Strengthening Our Oroville Community

A leadership program to help citizens understand the key issues facing Oroville and inspire innovation solutions through engaging dialogue and education with key leaders throughout diverse groups and people. Capacity building through enjoyable educational experiences that bring commitment and creative solutions.

Tree Hunt Day

An Annual Event to engage children and families in a fun, competitive, and educational scavenger hunt to identify and find the Heritage Trees in the city of Oroville

Where is the oldest Tree? Where is the Tallest Tree? How many fruit trees do we have on Bird Street? What street has five almond Trees? Where is the biggest Tulip Tree? How many kinds of Pine Trees can you identify in Rotary Park? What is the oldest/tallest Tree in Riverbend Park? The list is endless!

This will give us a Fun way to set the stage for developing a Heritage Tree Walk and Heritage Tree Drive.

Heritage Tree Tour 2016? Heritage Homes Tour 2017?
Heritage Tree Drive 2018?

Heritage Tree Park

Develop a place to honor our unique, diverse population and ancestors through planting Trees in honor of them.

This will also be a place for us to enjoy the fruits and nuts of our amazing diversity of Trees. It would be a "Creative Arts Park" that feeds and educates the Community about growing edible, sustainable Landscapes.

From: Judi Elia
Sent: Tuesday, April 07, 2015 2:42 PM
To: Jamie Hayes
Subject: Re: Park Commission Application

Hi Jamie!

A few things related to the Parks Commission that may not be on my resume is that last year I worked in the Findhorn Foundation Gardens in Scotland and graduated with a **Permaculture Design Certificate**. My project involved helping two young commercial farmers design a 5 year plan to turn their agricultural production into a sustainable and organic farm. I also graduated from the **Ecovillage Training Program**, a UN certified international endeavor for sustainability education for professionals at Findhorn Foundation. As part of the program I volunteered at Trees for Life which has received awards for reforesting the Caledonian Forest in Northern Scotland. For few years in FL I was also a Park Ranger "docent" at Hutchinson State Park guiding Nature Walks for school children.

See you April 21.

Judi

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR
THE RENTAL OF OFFICE SPACE AT 1461 MYERS STREET**

DATE: MAY 5, 2015

SUMMARY

The Council may consider a Commercial Lease Agreement with Sateh Sam Hasroun, publisher of The Digger Shopper and News, for the rental of a commercial unit at the Historic State Theatre, 1461 Myers Street – Suite 2.

DISCUSSION

The previous tenant of the unit, La Petite Galerie, terminated their Lease Agreement with the City on January 21, 2015. Mr. Hasroun, publisher of the The Digger Shopper and News, has approached the City and expressed interest in the rental of the unit at 1461 Myers Street – Suite 2. A summary of the Agreement is as follows:

Premises: 1461 Myers – Suite 2, approximately 615 sq. ft. (\$0.75 per sq.ft.)

Lease Term: 1 year with an option to renew annually for 2 years

Rent: \$461.25 per month / \$5,535 per year

Security Deposit: \$1,200

Mr. Hasroun is proposing some minor interior improvements, including new carpet and painting of the interior. As written into the Agreement, Mr. Hasroun may be credited a maximum of 3 months in rent (\$1,383.75) to recoup the cost of mutually agreed upon tenant improvements (material and labor). Any cost to the tenant for improvements in excess of \$1,383.75 shall be at the sole expense of the tenant. Mr. Hasroun will be responsible for procuring/paying contractor approved by the City. Any future alterations, additions, or improvements made by or on behalf of tenant to the unit shall be subject to the City's prior written consent.

FISCAL IMPACT

The tenant will provide monthly rental payments in the amount of \$461.25 to the City's General Fund for the term of the Agreement, initially one year, with the potential for two one year renewals. As written into the Agreement, Mr. Hasroun may be credited a maximum of 3 months in rent (\$1,383.75) to recoup the cost of mutually agreed upon tenant improvements (material and labor). Any cost to the tenant for improvements in excess of \$1,383.75 shall be at the sole expense of the tenant.

RECOMMENDATIONS

Adopt Resolution No. 8348 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2 – (Agreement No. 3118)

ATTACHMENTS

- A – Resolution No. 8348
- B – Agreement No. 3118
- C – State Theatre Commercial Units: Floor Plan

**CITY OF OROVILLE
RESOLUTION NO. 8348**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH SATEH SAM HASROUN FOR OFFICE SPACE LOCATED AT 1461 MYERS STREET, SUITE 2

(Agreement No. 3118)

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

1. The Mayor is hereby authorized and directed to execute a Commercial Lease Agreement with Sateh Sam Hasroun to rent the commercial space located at 1461 Myers Street, Suite 2. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on May 5, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

**CITY OF OROVILLE PUBLIC FACILITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 5th day of May, 2015, between the City of Oroville ("Landlord"), and Sateh Sam Hasroun ("Tenant").

BUSINESS TERMS

Landlord: **CITY OF OROVILLE**

Tenant: **SATEH SAM HASROUN**

Premises: Historic State Theater (APN: 012-093-008-000)
1461 Myers – Suite 2, approximately 615 sq. ft.

Permitted Use: See Table 26-33.010-1 of the Oroville Municipal Code
"Allowed Uses in Commercial and Mixed-Use Districts"

Current Zoning: Limited Commercial (C-1)

Term: 1 Year, 0 months, plus an option to renew annually for 2
years, 0 months lease.

Renewal Option: The two (1) year options shall not be subject to a market
rate adjustment. A market rate adjustment shall be applied
upon a renewal of lease agreement at the beginning of Year
four.

Base Rent: \$461.25 per month

Deal NPV \$5,535 (\$461.25 x 12 months)

Percentage Rent: NONE

Net Lease: Tenant is to pay pro rata share for all taxes, insurances, and
common area maintenance charges as subject to Paragraphs
6, 8, and 9.

The tenant is responsible for all occupancy costs for the
Premise as subject to Paragraph 7.

Security Deposit: \$1,200

Security Deposit is held to mitigate damage that may result
to the Premise from business operations as subject to

Paragraph 5. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.

Rent Commencement: Rent, as subject to Paragraph 4, shall commence 45 days following execution of this Lease Agreement. Tenant shall pay Landlord its pro-rata share of rent for the first month rent commences for the Premise.

Possession: At execution of Lease Agreement by all parties, which requires approval of the City Council.

Condition of Premises: Notwithstanding the "Construction Allowance" section, the Landlord is to provide Tenant the Premises in its "as is" condition as subject to Paragraph 2. Tenant is willing to take the Premises in "as is" condition subject to conducting a thorough assessment of the condition of the Premises by Tenant's contractors to determine if the "Construction Allowance" as set forth herein will be adequate to bring the Premises into good working order.

Any additional improvements over and above the "Construction Allowance" shall be at Tenant's sole cost and expense as subject to Paragraph 13. A Tenant Improvement Plan shall be submitted to the City for approval prior to work being performed.

Construction Allowance: Not applicable. All associated costs with the mutually agreed upon Tenant improvements, and required permits, shall be the responsibility of the Tenant. The Tenant may be credited a maximum of 3 months in rent (\$1,383.75) to recoup the cost of mutually agreed upon Tenant improvements (material and labor). Any cost to the Tenant for improvements in excess of \$1,383.75 shall be at the sole expense of the Tenant.

Building Signage: Signage shall be in conformance with the State Theatre sign criteria, the Zoning Code, all applicable sign regulations, and approved by the Landlord prior to installation or placement. All signage shall be at Tenant's expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 11, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 11.

3. **Use.** The Premises shall be used only for the purpose of receiving, storing, shipping and selling of products, materials and merchandise made and/or distributed by Tenant and for such other lawful purposes as may be incidental thereto. Tenant must comply with the City Zoning Code and all applicable portions of the City Municipal Code. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises.

4. **Base Rent.** Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses (as hereafter defined) shall be due and payable on the date hereof, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at the City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 5 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in

addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with the Landlord the sum set forth above as "Security Deposit" in three monthly installments of \$400. The first monthly installment shall be due concurrently with the execution of this Lease. The second and third monthly installments shall be due with Tenant's payments beginning with the commencement of rent. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund, but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Operating Expense Payments.** Intentionally Omitted.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

8. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall

pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

TENANT INITIALS _____

9. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant

resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Construction Allowance.** All construction costs associated with the mutually agreed Tenant Improvements and required permits will be handled by the Tenant.

11. **Landlord's Repairs.** Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the Building in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph 11 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 11, after which Landlord shall have a reasonable opportunity to repair.

12. **Tenant's Repairs.** Landlord, at Tenant's expense as provided in Paragraph 6, shall maintain in good repair and condition. Subject to Landlord's obligation in Paragraph 11 and subject to Paragraphs 9 and 16, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefore. Subject to Paragraphs 9 and 16, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Premise that results from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

13. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements

setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may paint interior spaces, erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

14. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. **Parking.** No off-street parking is provided by Landlord. Public parking is available to Tenant in City owned parking lots located near Premises.

16. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by

Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

17. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

18. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenants which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith

judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

19. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees,

invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 19.

20. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

21. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

23. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 23 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 23, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations

required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 5 business days from the date such payment was due.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

25. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 18 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover

rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

26. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event

shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

27. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

28. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

29. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

30. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the

date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

31. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premise by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 31, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

32. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

33. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

34. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

35. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

36. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

38. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is

Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises, as outlined in Paragraph 3, Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

39. **Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such personality thus encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE
LANDLORD**

By: _____
Thil Wilcox, Vice Mayor

ATTEST

By: _____
Donald L. Rust, Acting City Clerk

APPROVED AS TO FORM

By: _____
Scott E. Huber, City Attorney

**SATEH SAM HASROUN
TENANT**

By: _____
Print: SATEH "SAM" HASROUN
DBA: DIGGER Magazine

By: _____
Print:

BUSINESS LICENSE NO.

1455

1461

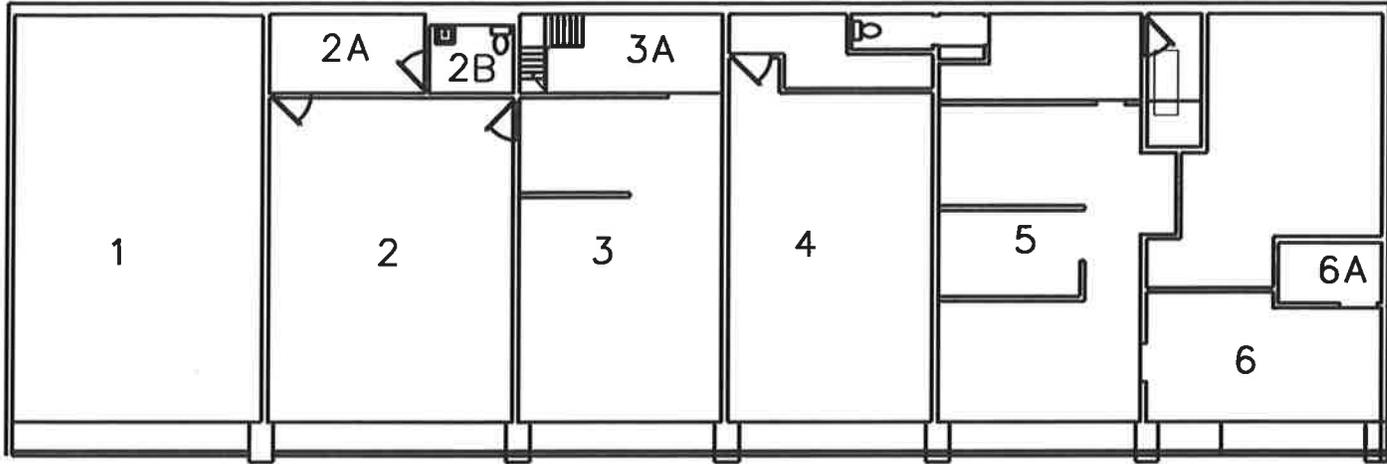
1465

1471

1475

1481

MYERS



STATE THEATER OFFICES

1	1455 Myers St. (Occupied)	
	A Main floor area	
	B Attic	
	TOTAL	
2	1461 Myers Street	
	Main floor area	499.2
	A Back Room	79.08
	B Bathroom	37.04
	TOTAL	615.3
3	1465 Myers Street	
	Main floor area	416.6
	A Back Room	80.63
	Attic	0
	Basement Access	0
	TOTAL	497.2
4	1471 Myers Street (Occupied)	
	Main floor area	434.3
	A Attic	210
	B Bathroom	0
	TOTAL	644.3
5	1475 Myers St. (Occupied)	
	Main floor area	424.5
	A Back Room	94.8
	B Bathroom	33.36
	C Storage/Basment Access	45.42
	TOTAL	598.1
6	1475 Myers St. (Occupied)	
	Main floor area	182.9
	A Back Room	40.46
	TOTAL	223.3

Square footage excludes the window displays

**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: AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH BUTTE
COUNTY**

DATE: MAY 5, 2015

SUMMARY

The Council may consider an Agreement to Right-of-Entry/Possession with Butte County for the installation of a fiber optic communication line at the Butte County Hall of Records Construction Project, located on the corner of Nelson Avenue and Del Oro Avenue.

DISCUSSION

As part of the Butte County Hall of Records (HOR) Project (construction underway), the County is planning on the installation of a fiber optic communication line between the existing CalFire complex to the HOR building. The proposed route for the new fiber optic facility from the CalFire property is south on Del Oro Avenue and west on Nelson Avenue onto the HOR property. Approximately 400 feet of the fiber optic line will reside beneath the Del Oro Avenue and Nelson Avenue public rights-of-way.

With consultation from the City Attorney, a draft Right of Entry/Possession Agreement has been prepared and a fee has been calculated. The proposed agreement requires the payment of fees in the amount of \$352.78 annually. A base fee of \$134 has been calculated based on a completed appraisal, combined with an annual encroachment permit fee of \$218.78, for the annual total of \$352.78. The Agreement contains a 2% annual payment escalation factor, with the Agreement to remain in force until the utility is removed from the City's right of way.

The Agreement also contains conditions regarding notification to the City in the event utility repairs are needed, and the requirement to meet City standards regarding allowed repairs for an annual encroachment permit to be issued to the County.

FISCAL IMPACT

The City will receive \$352.78 annually to be deposited into the Public Works Administration fund.

RECOMMENDATIONS

Adopt Resolution No. 8355 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE COUNTY OF BUTTE FOR THE FIBER OPTIC UTILITY INSTALLATION RELATING TO THE BUTTE COUNTY HALL OF RECORDS CONSTRUCTION PROJECT, LOCATED ON THE CORNER OF NELSON AVENUE AND DEL ORO AVENUE – (Agreement No. 3121).

ATTACHMENTS

Resolution No. 8355
Agreement No. 3121

**CITY OF OROVILLE
RESOLUTION NO. 8355**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE COUNTY OF BUTTE FOR THE FIBER OPTIC UTILITY INSTALLATION RELATING TO THE BUTTE COUNTY HALL OF RECORDS CONSTRUCTION PROJECT, LOCATED ON THE CORNER OF NELSON AVENUE AND DEL ORO AVENUE

(Agreement No. 3121)

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

1. The Vice Mayor is hereby authorized and directed to execute an Agreement to Right-of-Entry/Possession with the County of Butte for the Hall of Records Fiber Optic Utility Installation. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at regular meeting held on May 5, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Interim City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

**City of Oroville
1735 Montgomery Street
Oroville, CA 95965
Attn: Engineering Division**

City Business — No Recording Fee (Gov. Code §6103)

[Space Above This Line For Recorder's Use]

APN: N/A
ADDRESS: A Portion of Del Oro Avenue and Nelson Avenue, Oroville, California
PROJECT: Butte County Hall of Records Fiber Optic Project
GRANTOR: City of Oroville, a Municipal Corporation
GRANTEE: County of Butte, a political subdivision of the State of California

AGREEMENT TO RIGHT OF ENTRY/POSSESSION (AGREEMENT)

Effective on [May 6, 2015] (“Effective Date”) Grantor grants to Grantee, its permittees, contractors, agents or assigns, a right to enter upon, over, across and under Owner's/Grantor's real property, depicted on Exhibit "A" – Project Location, attached hereto and by this reference incorporated herein (“Property”) for the purpose of constructing and operating public improvements related to fiber optic communications for Grantee’s use, and accomplishing all necessary incidents thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of such improvements (“Project”).

1. Grantee shall pay to Grantor the sum of \$134.00 per year for the non-exclusive possession of the Property. Payment shall begin prior to or concurrently with the commencement of construction of the Project and shall continue until this Agreement is terminated by the Grantee, and the utility is removed from the right-of-way. Beginning with the commencement of fiscal year 2016-2017, or July 1, 2016, payments made pursuant to this Agreement shall be adjusted annually by 2% above the prior year payment. In addition, an annual Encroachment Permit will be required for the amount in the current fee schedule approved by the Oroville City Council. The following current Encroachment Permit Fees will apply: (1) Underground Utility - \$108.63; (2) Street Repair - \$97.77; and (3) Technology Cost Recovery Fee (6%) as shown on Exhibit “B” - City Fee Schedule, attached hereto and by this reference incorporated herein. The current Encroachment Permit Fees will also be due prior to or concurrently with the commencement of construction of the Project in the amount of \$218.78, for a total initial payment of \$352.78 (\$134.00 + 218.78) (“Initial Payment”). The future annual payments will be due on the anniversary date of the Initial Payment.
2. Grantee shall provide notice to the Grantor within 24-hours of any construction work that is required on the fiber optic installation to allow Grantor personnel to review any work prior to the placement of subgrade material and asphaltic concrete pavement.
3. Grantee shall, prior to beginning construction of the Project, submit improvement plans and specifications, to Grantor for review and approval and pay the Grantor for its cost of reviewing said plans and specifications at the current rate at the time of submission.
4. Grantee shall have sole responsibility for the routine day to day maintenance of the Project.
5. Grantee shall repair any damage to the Property subject to this Agreement as a result of the construction, maintenance or operation of the Project upon notice from Grantor to do so which Grantor determines may be necessary resulting from the existence of the Project or the Grantee’s use thereof.

6. Grantee shall defend, indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liability, loss, expense of any kind whatsoever, including reasonable attorneys' fees, or claims for injury or damages related to the Project pursuant to this Agreement, but only in proportion to, and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, employees or agents.
7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
8. This Agreement is to be construed in accordance with the laws of the State of California.
9. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

COUNTY OF BUTTE
 Attn: Grant Hunsicker
 Director – General Services
 2081 2nd Street
 Oroville, CA 95965-3413

CITY OF OROVILLE
 Attn: City Administrator
 1735 Montgomery Street
 Oroville, CA 95965

Notwithstanding anything here to the contrary, the Grantee reserves the right in its sole discretion to terminate this Agreement and return possession of the Property to the Grantor in the condition received.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives, duly authorized, as of the Effective Date.

GRANTOR:
City of Oroville,
a Municipal Corporation

GRANTEE:
County of Butte,
a political subdivision of the State of California

By: _____
 (Signature of person authorized to execute agreement.)
 Name: Thil Wilcox
 Title: Vice Mayor
 Date: May 6, 2015

By: _____
 (Signature of person authorized to execute agreement.)
 Name: Grant Hunsicker
 Title: Director-General Services
 Date: _____

 Bruce Alpert, County Counsel
 County of Butte
 Approved as to legal form

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF BUTTE}

On May 6, 2015, before me, Jamie Hayes, Notary Public, personally appeared, Thil Wilcox, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Seal)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF BUTTE}

On _____ before me,

_____ Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

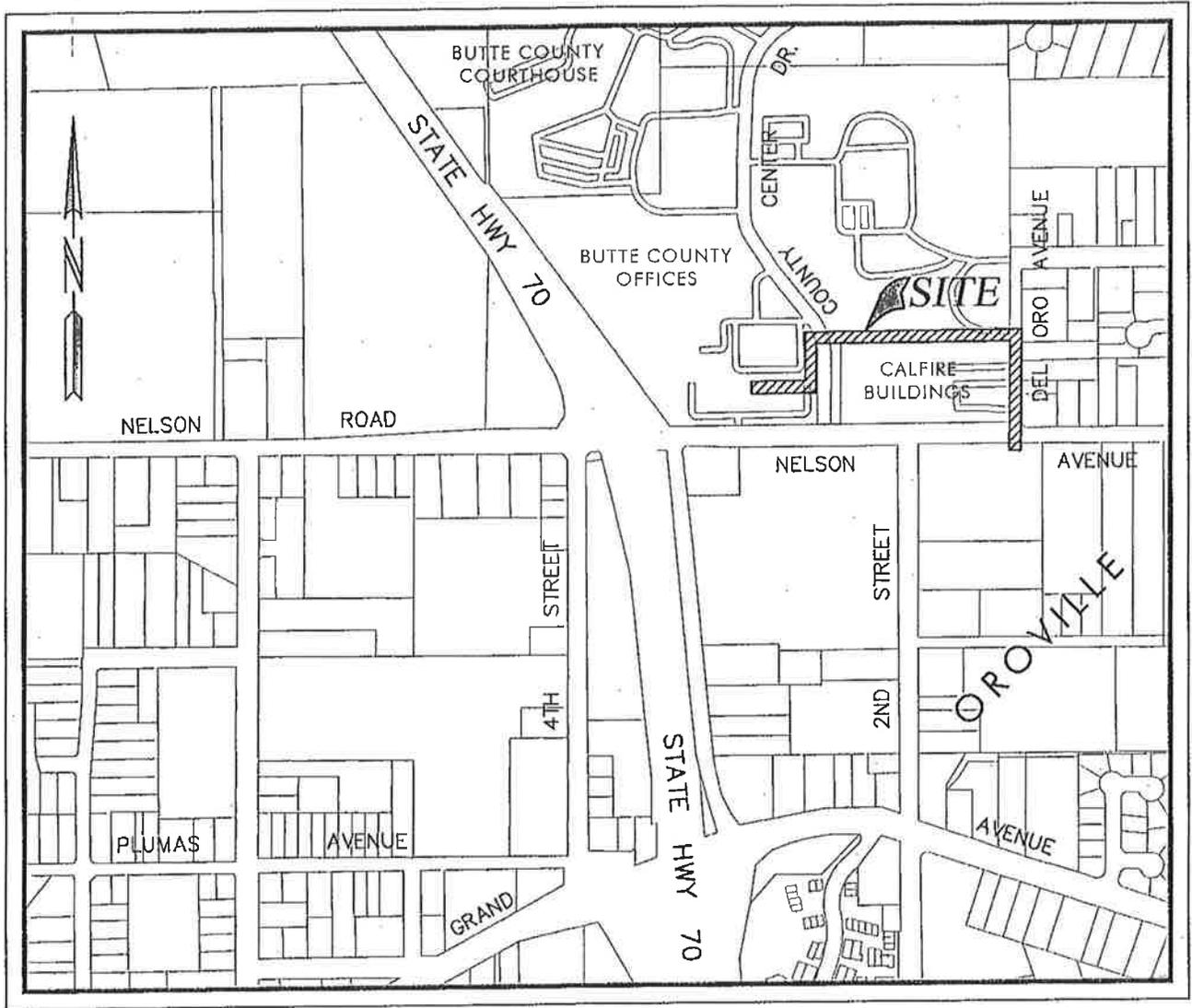
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Seal)

Exhibit "A" – Project Location



PROJECT LOCATION

NO SCALE

Exhibit "B" – City Fee Schedule

FEE SCHEDULE 2013/2014 CITY OF OROVILLE DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION
CITY RIGHT-OF-WAY ENCROACHMENT PERMIT FEES

Construction Dumpster, Each Location	\$76.04
Construction Job Trailer, Each Location	\$76.04
Disabled Curb Ramp, Each Location	\$108.63
Drainage Inlet, Each Location	\$108.63
House Relocations/Moving Each Section	\$168.38
Paving, <1000sf.	\$97.77
Pedestrian Protection, Canopy Type Each Location	\$114.06
Pedestrian Protection, Railing Type Each Location	\$97.77
Sidewalk, Curb & Gutter; Repair <100lf.	\$97.77
Sidewalk, Curb & Gutter; New <100lf.	\$114.06
Sidewalk; infill <100lf.	\$108.63
Sidewalk Obstruction, Each Location	\$97.77
Sidewalk Underdrain, Each Location	\$86.90
Street Obstruction-Each Location	\$97.77
Street Repair, <500sf.	\$97.77
Underground Utility, <300lf.	\$108.63

Total fee for utility work with minor road repair = \$108.63 + \$99.77 = \$208.40. Admin fee and tech fee not included.

Fees for major improvements shall be based upon adopted Subdivision & Site Improvement cost percentage rates. Plan check and inspection fees for activities which do not fall within the above categories shall be calculated at the allocated hourly rate at this time.

RE-INSPECTION FEES

In the event that the work fails to meet standards upon the initial inspection, a re-inspection fee shall be estimated at the allocated hourly rate at this time. Re-inspection shall not be scheduled until the re-inspection fee has been paid.

PENALTIES FOR NON-COMPLIANCE

In the event that activities or work commences prior to the issuance of a valid encroachment permit, the permit issuance, plan check and inspection fees shall be doubled.

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: PROPOSED FIRE SUPPRESSION AVIATION FACILITY
PRESENTATION**

DATE: MAY 5, 2015

SUMMARY

The Council may hear a presentation regarding the exploration of a proposed collaborative effort between the Oroville City Fire Department, Mooretown Fire Department, El Medio Fire Department and the Bureau of Indian Affairs to develop a Fire Suppression Aviation Facility at the Oroville Airport.

DISCUSSION

The Oroville Fire Department, along with the Mooretown Fire Department, El Medio Fire Department and the Bureau of Indian Affairs, are interested in the exploration of the possibility of locating a Fire Suppression Helicopter at the Oroville Airport. The Helicopter is supported and funded by the Bureau of Indian Affairs. The Oroville Airport has an adequate amount of vacant land for fire suppression aviation activities.

In order to move forward with this proposal, the Mooretown Fire Chief is requesting a letter of support, from the Oroville City Council for this proposed activity, to submit to the Bureau of Indian Affairs.

Staff will return to Council as this project progresses for additional approvals if this project is economically feasible.

FISCAL IMPACT

None at this time

RECOMMENDATION

Authorize and direct the Vice Mayor to sign a letter of support for the exploration of the collaborate effort with the Oroville Fire Department, Mooretown Fire Department, El Medio Fire Department and the Bureau of Indian Affairs for a Fire Suppression Aviation Facility at the Oroville Airport.

ATTACHMENTS

Letter of Support

**LETTER OF SUPPORT
TO BE RECEIVED UNDER
SEPARATE COVER**

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
1900 CHURN CREEK RD
STE 215
REDDING, CA 96002
(530) 224-4830

File Number: 536664
Receipt Number: 2288508
Geographical Code: 0404
Copies Mailed Date: April 13, 2015
Issued Date:

DISTRICT SERVING LOCATION: REDDING

First Owner: BIRD STREET CAFE INC
Name of Business: BIRD STREET CAFE & INTERNATIONAL ROOM
Location of Business: 2025 BIRD ST
OROVILLE, CA 95965

County: BUTTE

Is Premise inside city limits? Yes Census Tract

Mailing Address: PO BOX 1229
(If different from premises address) OROVILLE, CA 95965-1229

Type of license(s): 41, 58

Transferor's license/name: Dropping Partner: Yes No

City of Oroville
APR 20 2015
Administration

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include 41 - On-Sale Beer And Wine, 58 - Caterer Permit, and various fingerprint fees.

Have you ever been convicted of a felony? Yes

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of BUTTE Date: April 13, 2015

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

BIRD STREET CAFE INC

See 211 Signature Page



Department of Parks and Recreation
BOATING AND WATERWAYS COMMISSION
One Capitol Mall, Suite 500
Sacramento, California 95814

COMMISSION MEMBERS
David O. Livingston, *Chair*
Virginia Madueño, *Vice Chair*
Douglas Metz
Frank Peralta
Katherine Pettibone
Randy Short

City of Oroville
APR 20 2015
Administration

April 13, 2015

Oroville City Council
Executive Officer
1736 Montgomery Street
Oroville, CA 95966

Dear Executive Officer:

The California State Parks, Division of Boating and Waterways (DBW), invites you and/or your representative to join the DBW Commission on Tuesday, May 12, 2015 for a tour of the Live Oak Boat Launching Facility, Gridley Boat Launching Facility and Paradise Irrigation District's Paradise Lake Boating Launching Facility waterways east of Chico and Plumas County. The tour will provide the Commission, guests, and the public a general overview of DBW programs associated with the area to provide access and opportunities for high-quality recreational boating and related activities.

The tour will begin at Live Oak Boat Launching Facility located at 1100 Pennington Road, Live Oak, California 95953 at 1:00 p.m. Depending on weather conditions, please wear layered clothing and comfortable shoes during the tour. The tour consists of driving (see map) for each BLF site.

The DBW Commission will hold a public meeting on Wednesday, May 13, 2015 at the Paradise Elks Lodge #2026, 1100 Elk Lane, Paradise, California 95967 to consider the regular meeting agenda. The meeting agenda may be found at dbw.parks.ca.gov. We hope you will be able to join us for one or both days. If you are interested in joining on the tour, please RSVP to Eva I Murray, Administrative Assistant by May 5, 2015. Ms. Murray may be reached at (916) 327-1778 or via email at eva.murray@parks.ca.gov.

Kind regards,

Ramona Fernandez
Boating Operations Chief
California State Parks
Division of Boating and Waterways



Division of Boating and Waterways Meeting Tour – May 12, 2015

Tour start at 1:00 p.m.

Aerial view of Entrance to Live Oak Boat Launching Facility (BLF)

Starting point of Tour location:

Drive to:

(A) Front Gate - 1001 Pennington Road

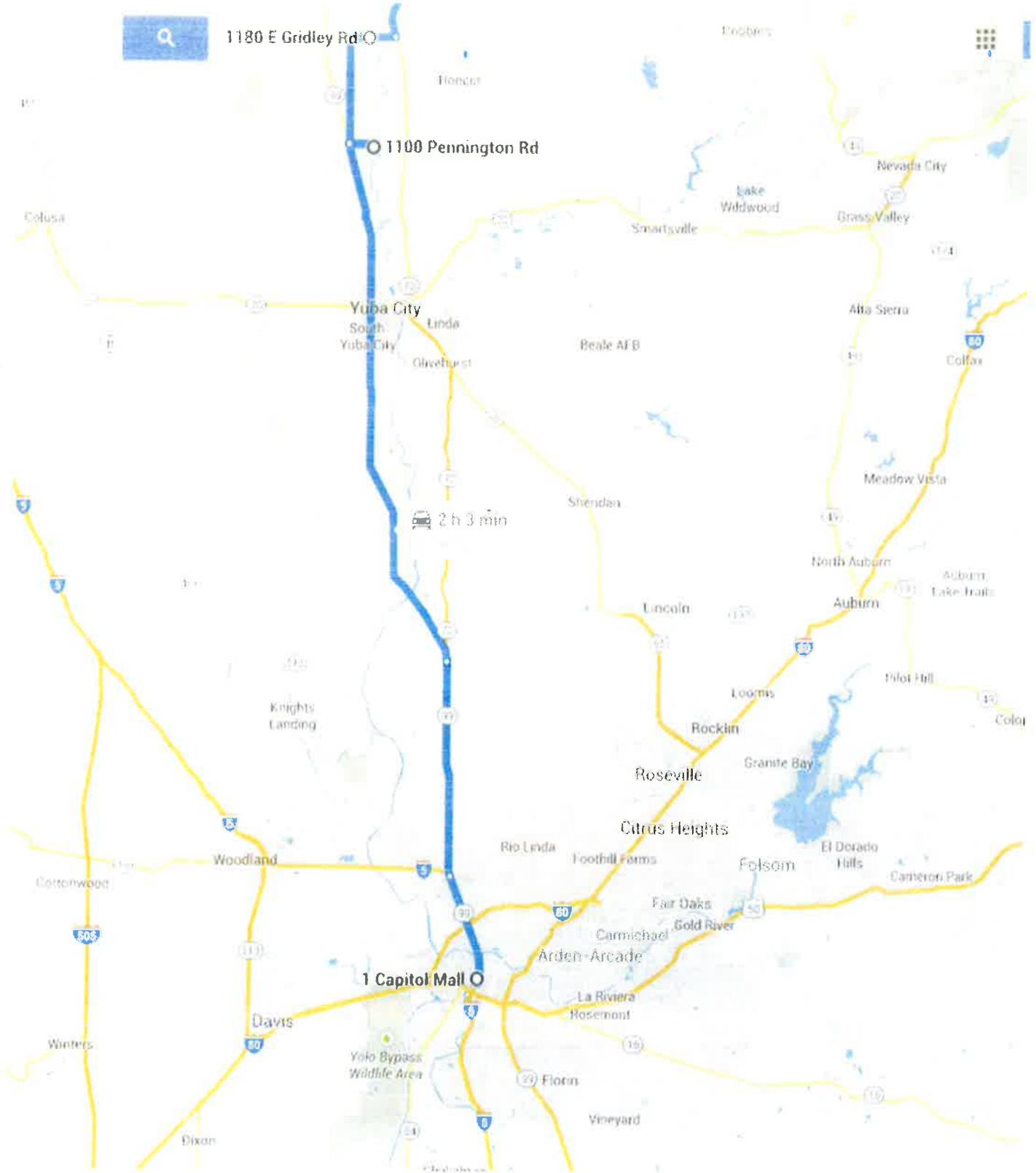
Keep driving straight to

(B) Live Oak Boat Launching Facility (BLF)

1100 Pennington Road

1100 Pennington Road, Live Oak CA







1100 Pennington Rd, Live Oak, CA 95953

1. Head north on **Pennington Rd** toward **Sheldon Ave**

Partial restricted usage road

About 6 mins

go 1.7 mi

total 1.7 mi



2. Turn right onto **Larkin Rd**

About 8 mins

go 6.0 mi

total 7.7 mi



3. Turn right onto **E Gridley Rd**

Destination will be on the right

About 2 mins

go 1.5 mi

total 9.2 mi

1076

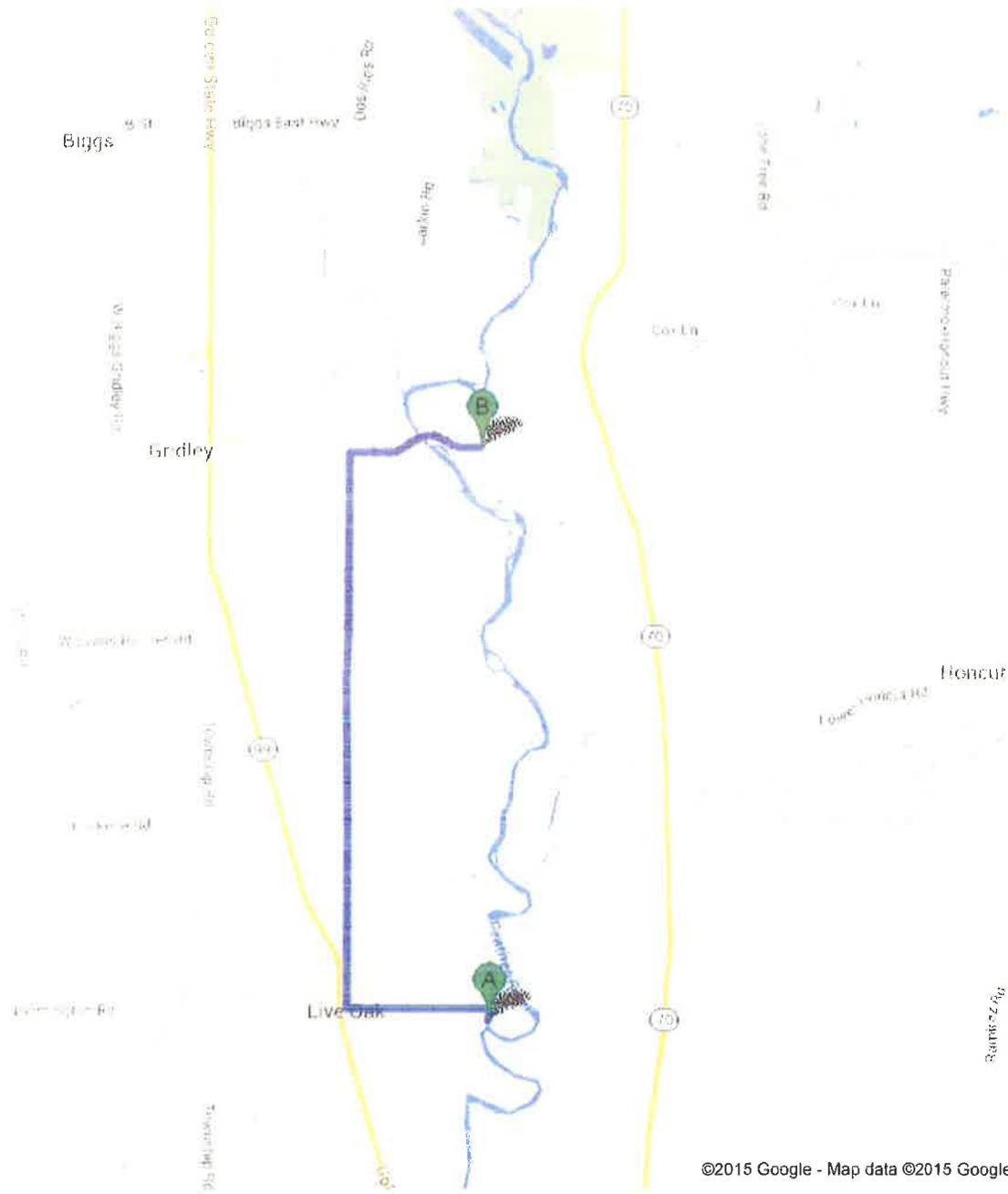


1180 E Gridley Rd, Gridley, CA 95948

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2015 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.





East Gridley

Mark first right turn to gate

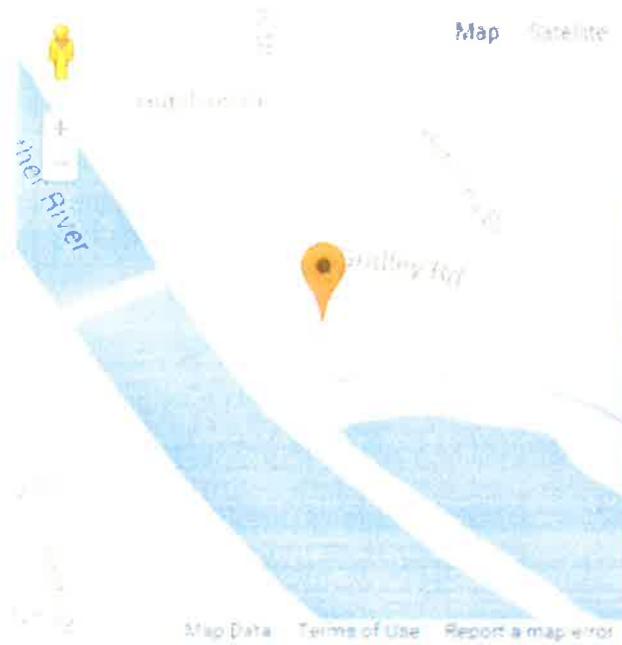
Entrance Gate

Gridley Boat Launching Facility

1076
1080 E. Gridley Road, Gridley CA

Gridley Feather River Access

[Facility Index](#) | [Map](#) | [Directions](#) | [Web Site](#) | [Report incorrect information](#)

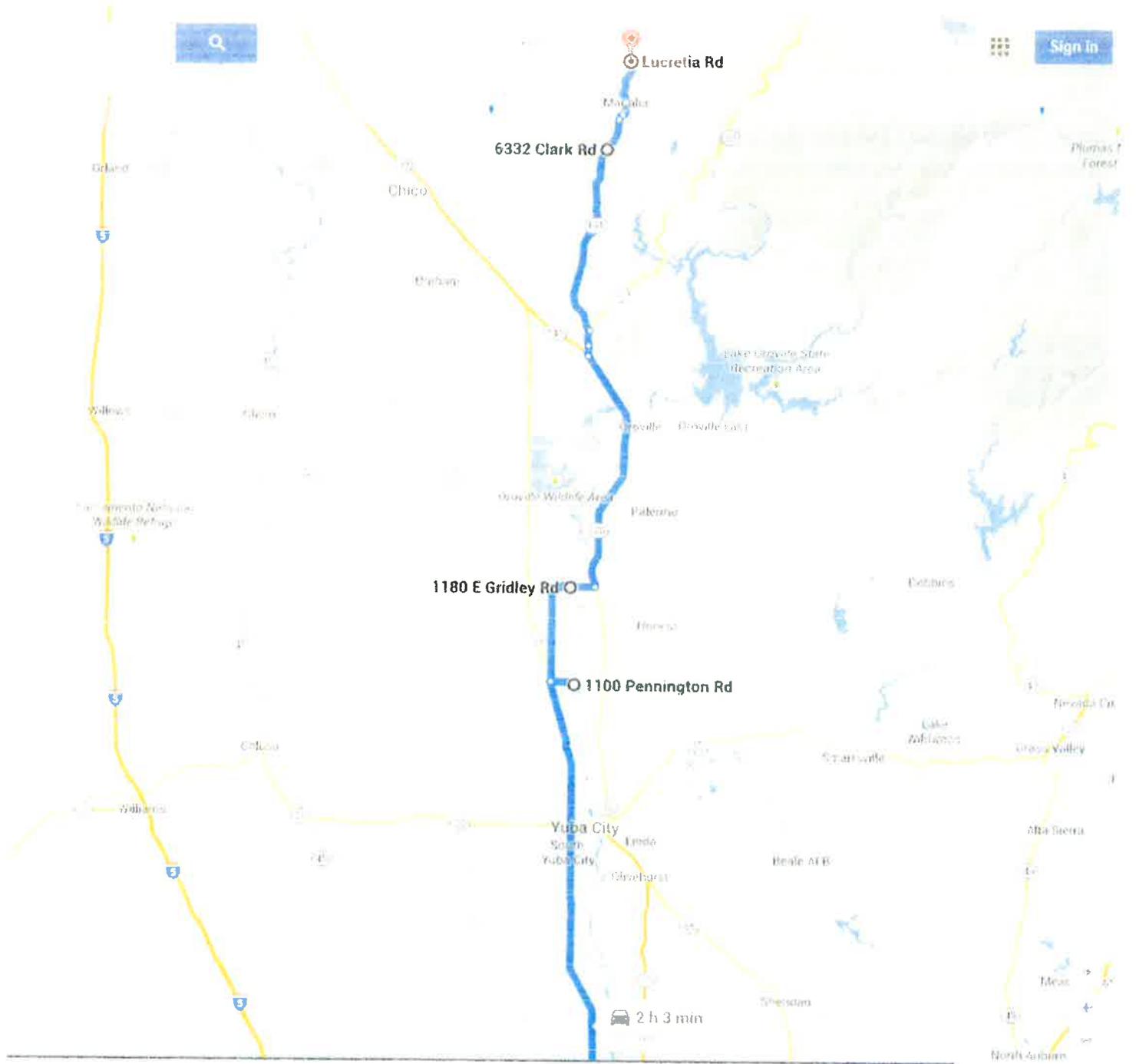


Facility Address:
East Gridley Rd
Gridley, CA 95948

Mailing Address:
685 Kentucky St
Gridley, CA 95948
Telephone: (530) 846-3264

County: Butte
Region: Northern Interior
Body of Water: Feather River
Type of Facility: Boating Access
Open To: Public
Website: [Click Here](#)

Services at This Facility: [Click Here](#)



Paradise Irrigation District Office

Address: 6332 Clark Rd Paradise CA 95629

Phone: (530) 877-4971

Hours: Open 24 hr 9:00 am - 2:00 pm

Reviews

Be the first to review

More reviews: [superpages.com](#) [yavapai.com](#) [realestate.com](#) [citysearch.com](#)



6332 Clark Rd O