



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

OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

MAY 19, 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. 6 AND 7)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

New Business Acknowledgement and *Welcome to Oroville* for *Pieces of Love Quilt Shop* by *Ashley Coffey*

New Business Acknowledgement and *Welcome to Oroville* for *About Soul Beauty*

Presentation by *Willow Partners* relating an *Affordable Senior Housing Project*

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 MAY 5, 2015 REGULAR MEETING AND MAY 11, 2015 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **SEWER FUND RECLASSIFICATION** – staff report

The Council may consider the reclassification of the Sewer Fund from a Special Revenue Fund to an Enterprise Fund. (**Ruth Wright, Director of Finance**)

Council Action Requested: **Adopt Resolution No. 8357 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO OPERATE AND BUDGET FOR THE SEWER SPECIAL REVENUE FUND AS AN ENTERPRISE FUND UNDER RELEVANT STATUTES AND OTHER APPLICABLE AUTHORITIES AND RENAMING THE OROVILLE SEWER SPECIAL REVENUE FUND TO THE OROVILLE SEWER ENTERPRISE FUND.**

3. **PROFESSIONAL SERVICES AGREEMENT WITH BROADBENT AND ASSOCIATES, INC.** – staff report

The Council may consider a Professional Services Agreement with the lowest responsible bidder, Broadbent and Associates, Inc., in the amount of \$9,425, for the 2120 Bird Street Underground Storage Tank Investigation Project. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested:

1. **Adopt Resolution No. 8358 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROADBENT & ASSOCIATES, INC., THE LOWEST RESPONSIBLE BIDDER, IN THE AMOUNT OF \$9,425 FOR THE 2020 BIRD STREET UNDERGROUND STORAGE TANK INVESTIGATION PROJECT – (Agreement No. 3122).**
2. **Authorize a 10% contingency, not to exceed \$942, for the Project.**

4. **PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING** – staff report

The Council may consider and Amendment to the Professional Services Agreement with HDR Engineering, in the amount of \$2,089, for the Supplemental Levee Investigation Project. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested: **Adopt Resolution No. 8359 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, IN THE AMOUNT OF \$2,089, FOR THE SUPPLEMENTAL LEVEE INVESTIGATION PROJECT – (Agreement No. 2011-2).**

5. **OCC INTERNATIONAL, LLC (DBA: ZEONETIX) LOAN PAYOFF** – staff report

The Council will receive information regarding the recent payoff of the OCC International, LLC., (dba: Zeonetix), Community Development Block Grant Business Assistance loan. **(Donald Rust, Director of Community Development and Rick Farley, Business Assistance Coordinator)**

Council Action Requested: **None.**

6. **MOTOR GRADER RENTAL** – staff report

The Council may consider the rental of a motor grader from the lowest bidder, I-5 Rentals, in the amount of \$6,275, for the construction of fire breaks, and grading and/or leveling City-owned properties. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the rental of a motor grader from the lowest bidder, I-5 Rentals, in the amount of \$6,275, for the construction of fire breaks, and grading and/or leveling City-owned properties.**

7. **CONSTRUCTION CONTRACT WITH BETTER BUILDERS CONSTRUCTION, INC.** – staff report

The Council may consider a Construction Contract with lowest responsible bidder, Better Builders Construction, Inc, in the amount of \$2,650, for Public Safety Department Repair Project. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

Council Action Requested:

1. **Adopt Resolution No. 8360 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, BETTER BUILDERS CONSTRUCTION, INC, IN THE AMOUNT OF \$2,650, FOR THE PUBLIC SAFETY DEPARTMENT REPAIR PROJECT – (Agreement No. 3123).**

2. **Authorize a 10% contingency, not to exceed \$265.**

8. **USE PERMIT PAYMENT PLAN REQUEST – VOODOO TATTOO** – staff report

The Council may consider a request from Erika Copping, owner of Voodoo Tattoo, for a \$250 monthly payment plan to process a use permit that is required to relocate the business to 1374 Myers Street. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8361 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A \$250 MONTHLY PAYMENT PLAN FOR ERIKA COPPING TO PROCESS A REQUIRED USE PERMIT TO RELOCATE VOODOO TATTOO TO 1374 MYERS STREET, OROVILLE.**

9. **CITY RECORDS RETENTION POLICY** – staff report

The Council may consider a Records Retention Policy for the City of Oroville. **(Donald Rust, Director of Community Development and Scott E. Huber, City Attorney)**

Council Action Requested: **Adopt Resolution No. 8362 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A RECORDS RETENTION POLICY FOR THE CITY OF OROVILLE.**

10. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION – staff report

The Council may consider a Memorandum of Understanding between the City of Oroville and the Oroville City Employees' Association for the period of May 19, 2015 through June 30, 2018. (Liz Ehrenstrom, Human Resource Analyst)

Council Action Requested: **Adopt Resolution No. 8363 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION – (Agreement No. 1432-13).**

PUBLIC HEARINGS

11. AMENDMENT OF SUPPLEMENTAL PROGRAMS AND PROJECTS RELATING TO THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – staff report

The Council may conduct a Public Hearing to consider approval of supplemental programs and projects to be amended into the 12-CDBG-8405 and 14-CDBG-9893 grant administered under the State Community Development Block Grant Program. (Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)

Council Action Requested: **Adopt Resolution No. 8364 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 12-CDBG-8405 AND NO. 14-CDBG-9893 STATE STANDARD AGREEMENTS TO INCLUDE SUPPLEMENTAL ACTIVITIES.**

REGULAR BUSINESS

12. RE-INSTATEMENT OF THE ADMINISTRATIVE ASSISTANT POSITION – staff report

The Council may consider the re-instatement of the Administrative Assistant position in the Department of Business Assistance and Housing Development. (Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)

Council Action Requested:

- 1. Approve the Re-instatement of the Administrative Assistant position at Step "A".**
- 2. Approve the inclusion of the Administrative Assistant position in the fiscal year 2015/2016 Budget.**

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

The Council may consider 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)

Council Action Requested: **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.**

14. PURCHASE OF TRAFFIC MANAGEMENT SOFTWARE, EQUIPMENT AND HARDWARE – staff report

The Council may consider the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc., in the amount of \$112,841. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc. in the amount of \$112,841.**

15. LICENSE AGREEMENT WITH RODNEY LAHMANN – staff report

The Council may consider a License Agreement with Rodney Lahmann for property located at Assessors Parcel No. 033-350-028. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8365 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH RODNEY LAHMANN FOR THE DRIVEWAY CULVERT LOCATED ON CITY PROPERTY KNOWN AS ASSESSORS PARCEL NO. 033-350-039 – (Agreement No. 3124).**

16. ADDITIONAL FUNDING FOR THE CHINESE TEMPLE REPAIRS AND CONSERVATION WORK PROJECT – staff report

The Council may consider approving additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Approve additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project.**

17. COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP FOR THE RENTAL OF OFFICE SPACE AT 1465 MYERS STREET – staff report

The Council may consider a Commercial Lease Agreement with Nicole Kopel, Megan Marsh and Santos Reyes dba: Oroville Soap Shop, for the rental of a commercial unit at the Historic State Theatre, 1465 Myers Street, Suite 3. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8366– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP, FOR THE RENTAL OF A COMMERCIAL UNIT AT THE HISTORIC STATE THEATRE, 1465 MYERS STREET, SUITE 3 – (Agreement No. 3125).**

18. MUNICIPAL LAW ENFORCEMENT SERVICES – staff report

The Council may consider the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues. **(Bill La Grone, Director of Public Safety)**

Council Action Requested:

1. **Authorize the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues.**
2. **Authorize the hiring of eight (8) Community Service Officers and the purchasing of necessary equipment as outlined in the May 19, 2015 staff report.**

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 - None

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 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

ADJOURNMENT

The meeting will be adjourned. A special meeting of the Oroville City Council will be held on Tuesday, May 26, 2015 at 3:00 p.m.

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

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

The agenda for the May 5, 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 Thursday, April 30, 2015, at 3:30 p.m.

The May 5, 2015 regular meeting of the Oroville City Council was called to order by Vice Mayor Wilcox at 5:02 p.m.

ROLL CALL

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

Staff Present:

Donald Rust, Director of Community Development
Bill La Grone, Director of Public Safety
Ruth Wright, Director of Finance
Allen Byers, Assistant Police Chief
Gary Layman, Chief Building Official

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Liz Ehrenstrom, Human Resource Analyst II
Karolyn Fairbanks, Treasurer
Rick Walls, Interim City Engineer

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Assistant Police Chief Allen Byers.

PROCLAMATION / PRESENTATION - None

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Sateh Sam Hasroun – Item No. 6

CONSENT CALENDAR

A motion was made by Council Member Hatley, seconded by Council Member Simpson, to approve the following 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 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)

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 considered 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 considered 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.**

The motion was passed by the following vote:

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

PUBLIC HEARINGS - None

REGULAR BUSINESS

5. APPOINTMENT TO THE OROVILLE PARK COMMISSION – 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 a ballot vote, the Council appointed Kim Campbell 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 considered 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**)

Sateh Sam Hasroun thanked the Council for considering the Lease Agreement for 1461 Myers Street, Suite 2.

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

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).

The motion was passed by the following vote:

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

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

The Council considered 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**)

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

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).

The motion was passed by the following vote:

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

8. PROPOSED FIRE SUPPRESSION AVIATION FACILITY PRESENTATION – staff report

The Council heard 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)**

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

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.

The motion was passed by the following vote:

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

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

Council Member Pittman reported on the 2015 Chamber Awards event, held Thursday, April 23, 2015, at which the Samuel J. Norris Award for Excellence Award was presented to the Gee family.

Council Member Pittman reported that the Chamber of Commerce was conducting interviews for the position of Chief Executive Officer, due to the retirement of Claudia Knaus.

Council Member Pittman that the private security service, hired by Butte County Association of Governments, was receiving positive feedback from the community and effectively decreasing the loitering and vandalism that was taking place at the Spencer Avenue Transit Station.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Ruth Wright, Director of Finance, reported that the Oversight Board had approved the transfer of \$3,400,000 to the City's General Fund, pending approval by the State's Department of Finance.

Donald Rust, Director of Community Development, reported on the following:

- Willow Partners would be making a presentation to the Council on May 19, 2015, regarding a proposed 52-unit Affordable Senior Housing Project.
- Butte County will be considering approval of a Specific Plan for Rio de Oro. A letter of support will be sent from the City expressing the need for City standards to be included in the Specific Plan, with a request for a development agreement between the City and the County addressing future annexations.
- The Chinese Temple Repairs and Conservation Project is on schedule with only a few minor modifications to the scheduled repairs. The apartment located on the Chinese Temple property will be occupied by a sub-contractor for the duration of the Project.

CORRESPONDENCE

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

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

Preston Dickenson, AT&T External Affairs Representative, spoke to the Council in regards to local services and assistance.

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 evaluation of performance related to the following position: Director of Community Development.
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: Public Safety Director.
3. 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.
4. Pursuant to Government Code Section 54956.8, the Council met 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 met 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 met 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 met with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.

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

ADJOURNMENT

The meeting was adjourned at 7:35 p.m. A special meeting of the Oroville City Council will be held on Monday, May 11, 2015, at 3:00 p.m. at the Table Mountain Golf Club, 2700 Oro Dam Boulevard, Oroville, CA.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL SPECIAL MEETING MINUTES
MAY 11, 2015 – 3:00 P.M.**

The agenda for the May 11, 2015 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall, at the Table Mountain Golf Club, 2700 Oro Dam Boulevard, West, Oroville, CA. and on the City of Oroville's website locate at www.cityoforoville.org on Thursday, May 7, 2015 at 4:30 p.m.

The May 11, 2015 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 3:15 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson (arrived late), Vice Mayor Wilcox, Mayor Dahlmeier
Absent: None

SPECIAL BUSINESS

1. RESOLUTION DELEGATING DISABILITY FINDINGS - resolution

The Council considered a Resolution delegating disability findings under the Public Employees' Retirement Law. (**Liz Ehrenstrom, Human Resource Analyst II**)

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

Adopt Resolution No. 8356 – A RESOLUTION DELEGATING DISABILITY FINDINGS TO THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESOLUTION UNDER PUBLIC EMPLOYEES' RETIREMENT LAW.

The motion was passed by the following vote:

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

2. REVIEW OF THE PRELIMINARY ANNUAL BUDGET FOR FISCAL YEAR 2015/16 AND DISCUSSION OF CITY COUNCIL GOALS FOR BUDGET PREPARATION

The Council reviewed the Preliminary Annual Budget for fiscal year 2015/16 and discussed City Department and City Council goals for the preparation of the Budget.

ADJOURNMENT

The meeting was adjourned at 8:10 p.m. to a regular meeting of the Oroville City Council to be

held on Tuesday, May 19, 2015 at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: SEWER FUND RECLASSIFICATION
DATE: MAY 19, 2015

SUMMARY

The Council may consider the reclassification of the Sewer Fund from a Special Revenue Fund to an Enterprise Fund.

DISCUSSION

The City of Oroville Sewer Fund is presently classified as, budgeted for, and audited as a Special Revenue Fund. Special Revenue Funds are typically funded by grants, contributions and transfers.

In reality, the Sewer Fund is a true Enterprise Fund because capital costs and most replacement and depreciation costs are paid for by user fees.

Reclassifying the Sewer Fund to Enterprise Fund will reflect a more accurate presentation of the fund balance and the overall fiscal condition of the fund.

The Finance Department has consulted with the City Auditor and has concluded that it is in the best interest of the City to operate the Sewer Fund as an Enterprise Fund.

FISCAL IMPACT

None - reclassification of Fund.

RECOMMENDATION

Adopt Resolution No. 8357 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO OPERATE AND BUDGET FOR THE SEWER SPECIAL REVENUE FUND AS AN ENTERPRISE FUND UNDER RELEVANT STATUTES AND OTHER APPLICABLE AUTHORITIES AND RENAMING THE OROVILLE SEWER SPECIAL REVENUE FUND TO THE OROVILLE SEWER ENTERPRISE FUND.

ATTACHMENTS

Resolution No. 8357

**CITY OF OROVILLE
RESOLUTION NO. 8357**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO OPERATE AND BUDGET FOR THE SEWER SPECIAL REVENUE FUND AS AN ENTERPRISE FUND UNDER RELEVANT STATUTES AND OTHER APPLICABLE AUTHORITIES AND RENAMING THE OROVILLE SEWER SPECIAL REVENUE FUND TO THE OROVILLE SEWER ENTERPRISE FUND

WHEREAS, the Oroville Sewer Fund is presently being referred to, budgeted for, and audited as though it were a true special revenue fund in which all expenses were paid for by grants, contributions and transfers; and

WHEREAS, a basic principle of enterprise funds is that all depreciation expenses must be shared with the users of the utility; and

WHEREAS, in reality, the Sewer Fund is a true enterprise fund because capital costs, and most replacement and depreciation costs are paid for users fees and these improvements then become assets of the Sewer Fund, and

WHEREAS, auditing and establishing operating budgets for the Sewer Fund as though it were a true enterprise fund results in an improved and more accurate presentation of the fund balance and the overall fiscal condition of the Fund; and

WHEREAS, it is common for municipally owned utilities that operate with mixed revenue sources to establish Enterprise Funds to budget for and audit those utilities; and

WHEREAS, the Finance Department has consulted with the City Auditors and has concluded that it is in the best interest of the City to operate the Sewer Fund as an Enterprise Fund.

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

1. The Oroville City Council hereby officially renames the Oroville Sewer Special Revenue Fund to the Oroville Sewer Enterprise Fund.
2. The Oroville City Council hereby authorizes the City Administration to operate and budget for the Oroville Sewer Fund as an Enterprise Fund under relevant statutes and other applicable authorities.
3. 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 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

**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: AGREEMENT WITH BROADBENT AND ASSOCIATES, INC.

DATE: MAY 19, 2015

SUMMARY

The Council may consider a Professional Services Agreement with the lowest responsible bidder, Broadbent and Associates, Inc., in the amount of \$9,425, for the 2120 Bird Street Underground Storage Tank (UST) Investigation Project (Project).

BACKGROUND

As part of the completion of tenant improvements to the building at 2120 Bird Street, in August 2010, an underground fuel oil storage tank was discovered beneath the sidewalk adjacent to Downer Street. On August 10, 2010, the UST was closed and abandoned in place by the property owner under permit from the Butte County Public Health Department (County). At the time of closure, soil samples were collected beneath the UST for chemical analysis. Because the UST was discovered beneath the public right of way (sidewalk), the County designated the City as the responsible party for the purpose of further investigating hydrocarbons detected in soil during the closure process. The City disagrees with this finding because the City in no way has owned, operated or maintained the UST.

The County issued a directive to the City to prepare a Preliminary Site Assessment Workplan to further investigate the hydrocarbon impacts to soil and groundwater. Staff prepared a technical Workplan that has been approved for implementation by the Central Valley Regional Water Control Board (Board). On February 17, 2015, the Council authorized staff to prepare and issue a Request for Bids for the completion of the Project.

Staff advertised the Project for bid on March 26, 2015 with a bid due date of April 22, 2015. Five bids were received by the bid closing date, with the bid results summarized as follows:

BID SUMMARY	
2120 BIRD STREET UST INVESTIGATION	
Bidder Name	Total Bid
Broadbent & Associates	\$9,424.50
Horizon Environmental	\$10,357.00
Holdrege & Kull	\$11,728.80
Geocon Consultants	\$13,583.00
AECOM Technical Services	\$18,983.00

The low bidder for the Project is Broadbent and Associates, Inc., Chico, CA. Staff has reviewed the prices in the bid schedule and determined that the bid price appears reasonable and competitive.

Staff's funding recommendations for this project are as follows:

- Award a contract for the Project to Broadbent & Associates in the amount of \$9,425.00.
- Authorize a 10% contract contingency of \$942.00 to only be used for unanticipated and legitimate change orders.

FISCAL IMPACT

An Appropriation is available in the General Fund for this expenditure: 001-7000-3000

RECOMMENDATIONS

1. Adopt Resolution No. 8358 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BROADBENT & ASSOCIATES, INC., THE LOWEST RESPONSIBLE BIDDER, IN THE AMOUNT OF \$9,425 FOR THE 2020 BIRD STREET UNDERGROUND STORAGE TANK INVESTIGATION PROJECT – (Agreement No. 3122).
2. Authorize a 10% contingency, not to exceed \$942, for the Project.

ATTACHMENTS

Resolution No. 8358
Agreement No. 3122

**CITY OF OROVILLE
RESOLUTION NO. 8358**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BROADBENT & ASSOCIATES, INC., THE LOWEST RESPONSIBLE BIDDER, IN AN AMOUNT OF \$9,425, FOR THE 2120 BIRD STREET UNDERGROUND STORAGE TANK INVESTIGATION PROJECT

(Agreement No. 3122)

WHEREAS, the City of Oroville has received formal bids for the 2120 Bird Street Underground Storage Tank Investigation Project (Project); and

WHEREAS, Broadbent & Associates, Inc. was the lowest responsive bidder for the Project.

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

1. Broadbent & Associates is awarded the contract for the Project in the amount of \$9,425.
2. The Mayor is hereby authorized and directed to execute a Professional Services Agreement (PSA) with Broadbent & Associates, Inc. for the Project. A copy of the PSA is attached to this Resolution.
3. 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 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 19, 2015 by and between the **City of Oroville** ("City") and Broadbent & Associates, Inc. ("Consultant").

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide services relating to 2120 Bird Street Underground Storage Tank Investigation (Project) as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit "A" which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall continue until the Project is completed to the satisfaction of the City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Bid Schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation

exceed the amount of \$9,425 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or

completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area

covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are

legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Rick Walls, Interim City Engineer
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

If to Consultant: Aric Morton
Broadbent & Associates, Inc.
1370 Ridgewood Drive, Suite 5
Chico, CA 95973

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute

a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each

respective party.

28. Prohibited Interests. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

BROADBENT & ASSOCIATES, INC.

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Aric Morton, Associate Geologist

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Attachments: Exhibit A - Bid Schedule
Exhibit B - Insurance Requirements

EXHIBIT A

UST SITE ASSESSMENT 2120 BIRD STREET, OROVILLE, CA BID SCHEDULE

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Broadbent & Associates, Inc.
1370 Ridgewood Drive Suite 5
Chico, CA 95973

BID ITEM	ITEM DESCRIPTION	QTY	BID UNITS	UNIT PRICE	EXTENDED PRICE
1	Mobilization (Max 10% Total Bid Price)	1	LS	\$ 103.00	\$ 103.00
2	Pre-Field Planning and Health & Safety Plan	1	LS	\$ 1,146.00	\$ 1,146.00
3	Drill Soil Borings; Collect Soil & GW Samples; Backfill Borings; Repair Road and Sidewalk Surfaces	90	LF	\$ 43.24	\$ 3,892.00
4	Soil Sample Analyses – TPHd by EPA 8015B	15	EA	\$ 47.25	\$ 708.75
5	Soil Sample Analyses – BTEX by EPA 8020	15	EA	\$ 47.25	\$ 708.75
6	Soil Sample Analyses – Fuel Oxygenates and Naphthalene by EPA 8260B	15	EA	\$ 31.50	\$ 472.50
7	Groundwater Sample Analyses – TPHd by EPA 8015B	3	EA	\$ 47.25	\$ 141.75
8	Groundwater Sample Analyses – BTEX by EPA 8020	3	EA	\$ 47.25	\$ 141.75
9	Groundwater Sample Analyses – Fuel Oxygenates and Naphthalene by EPA 8260B	3	EA	\$ 31.50	\$ 94.50
10	Site Assessment Report	1	LS	\$ 680.00	\$ 680.00
11	Sensitive Receptor Survey (Include with Final Report)	1	LS	\$ 1,335.50	\$ 1,335.50
				TOTAL BID	\$ 9,424.50

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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

**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: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HDR ENGINEERING**

DATE: MAY 19, 2015

SUMMARY

The Council may consider an Amendment to the Professional Services Agreement with HDR Engineering (HDR), in the amount of \$2,089, for the Supplemental Levee Investigation Project (Project).

BACKGROUND

Engineering study of the City's levee by HDR was started in June 2012, in an attempt to gain Federal Emergency Management Agency (FEMA) certification for the levee. In October 2012, the City completed the first phase of investigation under the authority of Grant Agreement No. 4600008840 with the Department of Water Resources. The results of the investigation showed that the levee did not pass the erosion certification criteria associated with the 100-year flood. The City's levee consultant, HDR, recommended using the remainder of the grant funds to complete more refined erosion and seepage investigations in order to quantify the levee's existing certification deficiencies.

On November 11, 2014, the Council authorized staff to proceed with the supplemental levee investigation as recommended by HDR. The cost of HDR's investigation is \$169,671, of which \$74,695 of this cost will be reimbursed to the City from the levee grant agreement. The City's net cost for the supplemental investigation would be \$94,976.

Part of the supplemental work includes hydraulic modeling for the development of a 200-year reoccurrence interval floodplain map in order to map the area on the landside of the levee that would be considered a special flood hazard area in the event that the City's levee is non-accredited (i.e. does not qualify for full certification). Staff was informed by HDR that new criteria for the completion of hydraulic modeling was released by the Department of Water Resources via the Central Valley Hydrology Study (CVHS). This Amendment requests an additional \$2,089 to allow HDR to review data in the CVHS applicable to the Oroville area and incorporate the appropriate hydrologic inputs into the hydraulic model.

CC-4

FISCAL IMPACT

Approval of this Amendment would increase the City share of the cost for the Project by \$2,089. Funding is available in 307-7000-9601.

RECOMMENDATIONS

Adopt Resolution No. 8359 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, IN THE AMOUNT OF \$2,089, FOR THE SUPPLEMENTAL LEVEE INVESTIGATION PROJECT – (Agreement No. 2011-2).

ATTACHMENTS

Resolution No. 8359
Agreement No. 2011-2

**CITY OF OROVILLE
RESOLUTION NO. 8359**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, IN THE AMOUNT OF \$2,089, FOR THE SUPPLEMENTAL LEVEE INVESTIGATION

(Agreement No. 2011-2)

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

2. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with HDR for the Supplemental Levee Investigation Project. A copy of the Amendment is attached to this Resolution.
3. 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 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

SECOND AMENDMENT TO AGREEMENT NO. 2011 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND HDR

This Second Amendment dated May 19, 2015, is to the Agreement No. 2011 between the **City of Oroville** ("City") and **HDR** ("Consultant").

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2011 shall be amended as follows:

1. Consultant shall provide for City the additional consultant services set forth in Exhibit "A" attached to this Amendment.
2. City shall pay Consultant no more than an additional \$2,089 for the completion of a Supplemental Levee Investigation based on the fee proposal included in "Exhibit A" to this Amendment. Total compensation between the original Agreement , Amendment No. 1, and this Amendment shall not exceed \$171,760.
3. Conflicts between the Agreement, the First Amendment , and this Amendment shall be controlled by this Second Amendment. All other provisions within Agreement No. 2011 shall remain in full force and effect.

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

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CITY OF OROVILLE

HDR

By: _____
Linda L. Dahlmeier, Mayor

By: _____

Title: _____

Business License# _____

Tax ID No.: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

ATTACHMENTS:

Exhibit A – Scope of Additional Services and Fee Proposal
for Supplemental Levee Investigation



EXHIBIT A

April 23, 2015

Mr. Rick Walls, P.E.
Senior Civil Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

RE: City of Oroville Supplemental Initial Levee Assessment Utilizing Funds Remaining in Contract
Approved June 21, 2011.

Dear Mr. Walls,

Per your request, HDR has developed a proposal for the City of Oroville (City) for the expenditure of the funds remaining in the Initial Levee Assessment Contract (see Attachment 1). These tasks are proposed after consultation with the team that conducted the evaluations leading to the Draft Initial Levee Assessment Report dated October 4, 2011. Some of the proposed tasks would deepen investigations completed to date, such as the evaluation of erosion deficiencies along the waterside of the levee embankment, while others, such as the development of a certification plan, would provide the City a high level 'road map' of future actions likely to be necessary in order for the City to have the levee certified and accredited with the National Flood Insurance Program (NFIP).

Proposed contract completion tasks include:

1. Develop 100-year and 200-year floodplain maps (\$34,602). This task will include modifying the existing hydraulic model to include additional floodplain topography, reviewing the CVHS Hydrology in the study area to incorporate the appropriate hydrologic inputs into the hydraulic model, set up and execution of various model runs using breach or removal scenarios according to the FEMA Analysis and Mapping Procedures for Non-Accredited Levees (December 9, 2011 or updated guidance if available), provide mapping of the resultant 100- and 200-year floodplains, and formal documentation of the analysis and mapping. See MBK's proposal for detail in Attachment 2.
2. Complete advanced erosion evaluation to identify areas requiring erosion control measures (\$24,519). The additional tasks would extend the previous analyses with the broad objective of defining areas of the levee that are susceptible to erosion during the design flood. See NHC's proposal for detail in Attachment 3.
3. Complete additional geotechnical seepage and stability evaluations around observed boil and in over-widened levee section to evaluate significance of foundation encroachments (\$43,492). See Attachments 4, Geotechnical Proposal, and Cascade's proposal in Attachment 5 for a further breakdown of this effort. The fee proposal for the geotechnical evaluation appears on the summary fee estimate provided in Attachment 1.

4. Refine utility inventory to include electrical, gas, water and sanitary sewer lines (\$28,030). A complete inventory of utilities placed within or near to the levee prism and an evaluation of their potential to compromise the integrity of the levee during the base flood event is required for levee certification. This effort would provide the bulk of that inventory and assessment. This effort would be support by additional surveying conducted by KSN. See Attachment 6 for their proposal.
5. Develop a certification plan (\$24,420). This plan would provide a 'road map' to the City of Oroville for pursuing levee certification and accreditation with the National Flood Insurance Program. The plan would identify the overall process of certification, the City's current position within that process, short-term actions that should be taken, and short- and long-term evaluations that are recommended, some of which may result in further actions to improve the existing levee. In addition, development and implementation of a strategy for engaging the Federal Emergency Management Agency would be part of the plan, as would identification of additional potential sources of funding for the City. A portion of this fee estimate is contained in the MBK proposal for the last two actions noted above.
6. Revise summary report (\$11,618). The work products developed from Tasks 1 through 6 described above would be incorporated into a final version of the Initial Levee Assessment Report.
7. Additional project management, quality control, and meetings (\$5,078).

HDR proposes to complete Tasks 1 through 7 on a time and materials basis for a fee not to exceed \$171,760 (Attachment 6) without written permission from the City of Oroville. If you find this proposal for expending additional funds from the existing contract between HDR and the City to be acceptable, please indicate as much with an authorization e-mail. Please call me at 201-335-9472 or e-mail at Michael.vecchio@hdrinc.com with questions or concerns you may have going forward.

Sincerely,
HDR Engineering, Inc.


Graham Sharpe, P.E.
Vice President


Michael Vecchio, P.E.
Project Manager

62573/MV/cs

Attachments: 1 Summary Fee Estimate
 2 MBK Proposal
 3 NHC Proposal
 4 Geotechnical Proposal
 5 Cascade Proposal
 6 KSN Proposal

THE CITY OF OROVILLE
Initial Levee Assessment - Contract Completion

FEE ESTIMATE

No.	Task Description	Labor											Total Hours	Total Labor (\$)	Expenses	Sub-Consultants*					Total					
		PIC	PM	STS	GE	CE	SE	EIT	Sr CAD	GIS	Acct	Clerical				MBK	Cascade	Geotechnical Lab	KSN	RFP						
EVALUATION OF CITY OF OROVILLE LEVEES		250	230	235	155	155	165	100	140	100	105	90														
1. PROJECT MANAGEMENT																										
1.1	Project Management	1	3							8			12	\$ 1,700	\$ 107										\$ 1,807	
1.2	Project Guide		2									2	\$ 460	\$ 28											\$ 488	
1.3	Quality Management		4									4	\$ 920	\$ 55											\$ 975	
1.4	Meetings	1	6									7	\$ 1,630	\$ 98											\$ 1,728	
	Subtotal Project Management	2	15	0	0	0	0	0	0	0	0	8			\$ 287										\$ 5,078	
2. ENGINEERING ASSESSMENT																										
2.1	Hydrology and Hydraulic Design Evaluation		2									2	\$ 460	\$ 28												\$ 488
2.2	Advanced Erosion Evaluation		2									2	\$ 460	\$ 28												\$ 488
2.3	Supplemental Geotechnical Evaluations											0	\$ -	\$ -											\$ 0	
2.3.1	Field Exploration				9		44					53	\$ 8,655	\$ 2,375											\$ 11,030	
2.3.2	Engineering Analysis		3	8	10		40					61	\$ 10,720	\$ -											\$ 10,720	
2.3.3	Geotechnical Report Update		3		25		20			16		68	\$ 10,465	\$ 500											\$ 10,965	
2.3.4	Drilling Subconsultant											0	\$ -	\$ -											\$ 0	
2.3.5	Laboratory Subconsultant				1		2					3	\$ 485	\$ 29											\$ 514	
2.4	Refine utility inventory - electrical, gas, water and sanitary sewer lines		6			40				32		78	\$ 12,060	\$ 724											\$ 12,784	
2.5	Revise Levee Operation and Maintenance Plan						24					0	\$ -	\$ -											\$ 0	
2.6	Develop Levee Certification Plan		36	4								80	\$ 14,620	\$ 877											\$ 15,497	
	Subtotal Engineering Assessment	0	52	12	45	40	130	0	48	0	0	20		\$ 57,925	\$ 4,560										\$ 62,485	
3. Levee Assessment Report																										
3	Initial Levee Assessment Report Update		20				32					12	\$ 10,960	\$ 658												\$ 11,618
	TOTAL	2	67	12	45	40	162	0	48	0	0	100		\$ 23,975	\$ 5,925											\$ 29,900

*Subconsultants marked up by 5%

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD L. RUST, ACTING CITY ADMINISTRATOR
RICK FARLEY, BUSINESS ASSISTANCE COORDINATOR**

RE: OCC INTERNATIONAL, LLC (DBA: ZEONETIX) LOAN PAYOFF

DATE: MAY 19, 2015

SUMMARY

The Council will receive information regarding the recent payoff of the OCC International, LLC (dba Zeonetix) Community Development Block Grant (CDBG) Business Assistance (BA) loan.

DISCUSSION

The City of Oroville provided a \$245,000 CDBG BA loan to OCC International, LLC dba Zeonetix on August 6, 2014 using funds from CDBG Program Income (PI) account. As a condition of the loan, the business was required to hire seven permanent full-time equivalent jobs by August 31, 2015. The business recently ceased operations in Oroville and moved to Scottsdale, Arizona. Only one qualified fulltime job was created and that position has been eliminated. As a result of not creating and maintaining the required jobs, the business has been required by regulation to repay the City loan in full; which they have done.

CDBG regulations require that the City of Oroville repay the loan because the business did not meet the CDBG National Objective of creating seven fulltime jobs with four of those jobs being held by low to moderate income individuals. When the business repaid the loan, the funds were placed in a general fund account (001-4435-7200) and the CDBG PI account was repaid by the City from that general fund account. The accrued interest of approximately \$4,066.25 and the loan fee the business paid of \$4,900 will be used to repay the CDGB activity delivery funds that were used to pay the staff time to underwrite and close the loan. The effect of these transactions results in no CDBG PI loan having been made and the CDBG PI account balance has been increased by the \$245,000 that was used to fund the loan originally.

Original CDBG PI Loan Amount	Principal Amount Repaid	\$245,000.00
\$245,000.00	Interest Repaid	4,066.25
	Loan Fee Paid	4,900.00
	Total Paid	\$253,966.25

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FISCAL IMPACT

No fiscal impact to the General Fund.

RECOMMENDATIONS

No action required.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: DONALD RUST, DIRECTOR COMMUNITY DEVELOPMENT DEPARTMENT

RE: MOTOR GRADER RENTAL

DATE: MAY 19, 2015

SUMMARY

The Council will consider the rental of a motor grader from the lowest bidder, I-5 Rentals, in the amount of \$6,275, to construct fire breaks, and grading and/or leveling City-owned properties.

DISCUSSION

Each fire season, Public Works crews are responsible for constructing fire breaks on several City-owned properties. The following properties require the construction of fire breaks for fire safety:

Airport perimeter (inside fence):	Approx. 20,000 LF
Argonaut Detention Basin:	Approx. 3,000 LF
Gateway Property:	Approx. 2,000 LF
Industrial Area:	Approx. 12,000 LF
Biggs Avenue (Unimproved):	Approx. 1,000 LF

Currently, the City does not own a motor grader and therefore is forced to rent a motor grader annually for the creation of the necessary fire breaks. In order to accomplish the required task of creating fire breaks, staff recommends that a grader be rented for two weeks. The City received three informal bids. The following is the summary of the quotes that the City received:

<u>Vendor, Location</u>	<u>2-Weeks Rate</u>	<u>Delivery & Pickup</u>	<u>Total</u>
I-5 Rentals, Redding	\$5,375.00	\$900.00	\$6,275.00
JS Cole Company, Novato	\$5,912.50	\$750.00	\$6,662.50
Cresco, Livermore	\$7,531.25	\$600.00	\$8,131.25

FISCAL IMPACT

Funding for this item will be from the following funds:

50% Airport Fund
50% Road Fund

CC-6

RECOMMENDATION

Authorize the rental of a road grader, from the lowest bidder, I-5 Rentals, in the amount of \$6,275, for the construction of fire breaks, and grading and/or leveling City-owned properties.

ATTACHMENTS

Rental Quotes

I-5 Rentals

8443 Commercial Way
Redding CA 96002-3902

Phone (530) 226-8081 / Fax (530) 226-8083

“Rental Quote”

City of Oroville

Ron Dodd
Wade Atteberry
atteberrywg@cityoforoville.org

<u>Equipment</u>	<u>Weekly</u>	<u>Monthly</u>
140H Grader	\$2500	\$7200

Trucking

1275 Mitchell Rd, Oroville, CA Delivery = \$450 Pick Up = \$450

Please note: This quote is good for 30 days from 5/8/15. After 30 days, quotation is subject to revision. **Quote is subject to availability of equipment.**

Thank you for the opportunity to quote your equipment needs. We look forward to working with you.

Please give us a call if you have any questions.

Tom Nichols
Rental Coordinator
Office (530)226-8081
Cell (530)227-4426
Fax (530)226-8083
Email tom@i5rentals.com

TOTAL = \$6,275

Rick Walls

From: Wade G. Atteberry
Sent: Tuesday, May 12, 2015 11:24 AM
To: Don Rust; Rick Walls
Subject: FW: JS COLE CO: Price quote on 2 week rental of a 140H Cat Motor Grader
Attachments: City of Oroville 05082015.docx; F0550581.PDF

I am forwarding the three quotes we got for a grader rental. The one is in this email below. The other 2 are in quotes attached. I-5 rentals is the cheapest. I'd like to confirm this ASAP and have it delivered at the end of this week so we can start cutting fire breaks next week. Please let me know.

Thanks, Wade

From: Tom Nolan [mailto:TNolan@jscole.com]
Sent: Friday, May 08, 2015 3:28 PM
To: Wade G. Atteberry
Subject: JS COLE CO: Price quote on 2 week rental of a 140H Cat Motor Grader

Wade-

Per Ron Dodd's request, I am submitting a quote for rental of a 140H Cat Motor Grader. Ron stated that the machine would need delivery to Oroville on Friday, May 15 with rental start date beginning on Monday, May 18. JS Cole Company is located at 3512 W. Capitol Ave. in West Sacramento on the former site of Compaction Rentals. We have been in the heavy equipment rental business for over 30 years and are headquartered in the SF Bay Area. We offer top quality Cat heavy equipment and aim to provide the same level of service to customers as Compaction Rentals did for decades.

*Weekly Cat 140H Motor Grader rental price of \$2,750 x 2 week rental term = \$5,500 (please add any applicable sales tax)

*Round trip freight West Sacramento-Oroville (including all permits, etc.) = \$750

***Current machine status is AVAILABLE. Please contact me ASAP should you need a HOLD placed on the machine for a Friday, May 15 delivery.

Thank you for the opportunity to quote. JS Cole Company looks forward to being of service to the City of Oroville now and into the future!

Tom Nolan
 JS Cole Company
 916-330-0074 cell
 916-371-7855 office

TOTAL = \$6662.50

This message has been scanned for malware by Websense. www.websense.com

5/13/2015



QUOTE

PAGE: 1
OUT: OROV

33 COPY 14

318 Stealth Court Livermore, California 94551-1616
Billing Inquiries: (925) 961-0130 FAX (925) 456-9827
Customer Service: 1 (800) 649-6629

CUSTOMER: CITY OF OROVILLE
1735 MONTGOMERY
OROVILLE, CA 95966

P.O. #:
ORDERED BY:
JOB LOCATION: QUOTE
JOB #:

Invoice#	Date
3856917	5/08/15
Date and Time Out	By
5/15/15 8:00 AM	SHANE
Date and Time In	By
Phone#	Alt Phone/Cell
530-538-2410	
Account #	Fax#
80030	530-538-2525
Drivers Lic	Payment Method

QTY	RENTAL ITEMS	DESCRIPTION	MINIMUM	RENTAL RATES			ESTIMATED AMOUNTD
				DAY	WEEK	4 WEEKS	
1	1001400	CC: 100-1400 CAT 140 MOTOR GRADER, 14' BLADE	1150.00	1150.00	3475.00	10300.00	6950.00

SALES ITEMS		DESCRIPTION	UNIT	PRICE	DISC. %	DISC. \$	ESTIMATED AMOUNT
QTY	ITEM NUMBER						
1	ENVIRONMENTAL	CHARGE EPA CHARGE/WASTE FEES	EA	15.000			15.00

TOTAL = \$8,131.75

TOTAL RENTAL AMOUNT	DELIVERY	PICK-UP	FUEL	TOTAL SALES ITEMS	SUB TOTAL	TAX	EQUIPMENT PROTECTION PLAN	MISC	LABOR/WEAR	ESTIMATED CHARGES
6950.00	300.00	300.00			7550.00	7.500 566.25		15.00		

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
GARY LAYMAN, CHIEF BUILDING OFFICIAL (530) 693-0225
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: CONSTRUCTION CONTRACT WITH BETTER BUILDERS
CONSTRUCTION, INC.**

DATE: MAY 19, 2015

SUMMARY

The Council may consider a Construction Contract with lowest responsible bidder, Better Builders Construction, Inc, in the amount of \$2,650, for Public Safety Department Repair Project (Project).

BACKGROUND

The existing support post for the back awning cover at the Public Safety Department was damaged. The awning cover is currently being supported by temporary wood supports.

Staff requested estimates from three contractors as shown below;

BID SUMMARY	
BIDDER NAME	TOTAL BASE BID
Better Builders Construction, Inc.	\$2,650
Carey Construction	Not Provided (verbal Response)
Modern Builders Construction	\$9,082

Better Builders Construction Inc, was the lowest responsible bidder and was fully responsive in a timely manner.

Staff's funding recommendations for this project are as follows:

- Award a contract for the Project to Better Builders Construction Inc. in the amount of \$2,650.
- Authorize a 10% contract contingency of \$265 to only be used for unanticipated and legitimate change orders.

FISCAL IMPACT

CC-7

One time funding from the General Fund: \$2,650: 001-6200-2000

RECOMMENDATIONS

1. Adopt Resolution No. 8360 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, BETTER BUILDERS CONSTRUCTION, INC, IN THE AMOUNT OF \$2,650, FOR THE PUBLIC SAFETY DEPARTMENT REPAIR PROJECT – (Agreement No. 3123); and
2. Authorize a 10% contingency, not to exceed \$265.

ATTACHMENTS

Resolution No. 8360
Agreement No. 3123

**CITY OF OROVILLE
RESOLUTION NO. 8360**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, BETTER BUILDERS CONSTRUCTION, INC, IN THE AMOUNT OF \$2,650, FOR THE PUBLIC SAFETY DEPARTMENT REPAIR PROJECT

(Agreement No. 3123)

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

2. The Mayor is hereby authorized and directed to execute a Construction Contract with Better Builders Construction, Inc. for the Public Safety Department Repair Project. A copy of the Contract is attached to this Resolution.
3. 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 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

BETTER BUILDERS CONSTRUCTION, INC.

John J. Starr, License No. 323225
5263 Royal Oaks Dr., Oroville, CA 95966
Phone (530) 589-2574 Fax (530) 589-2942

CONSTRUCTION CONTRACT

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT,
SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE
STARTED.**

Date: March 31, 2015
Proposal Submitted To: City of Oroville Fire Department
Street: 2055 Lincoln Blvd.
City, State, Zip: Oroville, CA. 95966

DESCRIPTION OF PROJECT

We will furnish all labor, materials, and equipment to complete in a good and workmanlike manner the following: Repair damage to concrete beam and steel beam at roof line at rear of fire station.

The materials and equipment to be used in the construction of the Project are described more fully in the specifications prepared by Better Builders Construction. By this reference, those specifications are incorporated in and made part of this contract.

Description of Materials and Equipment include:

- Remove existing damaged 2C channels and concrete.
- Re-bolt existing steel beam to roof line where damaged.
- Replace with new 2C channel and re-bolt to roof support beam. Re-epoxy into existing concrete pier.
- Re-pour concrete - 16" diameter 48" tall, sonotube.
- Repaint repaired area to match existing.
- The City will take out required permits
- BBC will draw plans showing scope of work and submit to City

CONTRACT PRICE

WE PROPOSE hereby to furnish labor and material for the amount of:.....\$2,650.00

FINANCE CHARGE

If payment is not received when due, a finance charge of 1½% per month, 18% per year will be charged.

SCHEDULE OF PAYMENTS

Payment to be made as follows (or as per funding bank payment schedule):

100% At completion

START AND COMPLETION OF WORK

The work to be performed under this contract shall be commenced on or about April 6th, as long as any required building permits are received signed contract is received by Contractor.

CONSUMER NOTICES

1. Note about Extra Work and Change Orders: Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Any deviation from above will require written acceptance from both contractor and owner. The cost of the change will be invoiced at cost plus 20% or as agreed to on a signed change order.
2. Commercial General Liability Insurance (CGL): Better Builders Construction, Inc. carries commercial general liability insurance.
3. Workers' Compensation Insurance: Better Builders Inc carries workers' compensation insurance for all employees.
4. Contractor is not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) the scope of work encompassed by the order. (ii) the amount to be added or subtracted from the contract. (iii) the effect the order will make in the progress payments or the completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
5. Mechanics Lien Warning: Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. Be careful. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. Protecting Yourself from Liens. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. The wait 20 days, paying attention to the Preliminary Notices you receive.
6. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information visit CSLB's website at www.cslb.ca.gov, call CSLB at 1800-321-2752 or write CSLB at P.O. Box 26000, Sacramento, CA 95826.
7. **THREE DAY RIGHT TO CANCEL:** You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel.

8. This price is good for 15 days. Projects started after the 15 days are subject to cost adjustments.

ACCEPTANCE OF THIS PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Contractor: _____

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: USE PERMIT PAYMENT PLAN REQUEST - VODOO TATTOO

DATE: MAY 19, 2015

SUMMARY

The Council may consider a request from Erika Copping, owner of Voodoo Tattoo, for a \$250 monthly payment plan to process a use permit that is required to move her business to 1374 Myers Street.

BACKGROUND

On January 23, 2012, the Planning Commission adopted Resolution No. P2012-01, conditionally approving Use Permit No. 11-11 to allow voodoo tattoo to operate a tattoo and body piercing parlor at 1751 Oro Dam Boulevard, Suite 12. Ms. Copping is now looking to move her business to 1374 Myers Street in downtown Oroville. As specified in the Oroville Municipal Code (OMC) Section 26-50.010(B), a use permit shall be valid only for the property for which it was issued. Use permits shall not be transferred from one property to another.

The new location, 1374 Myers Street, has a zoning designation of Downtown Mixed-Use (MXD). Table 26-34.020-1: Allowable Uses in Mixed-Use Districts, specifies that moderate-impact personal services require a use permit in all MXD districts. Moderate-impact personal services are defined per the OMC Section 26-04.020(P) as follows:

*Personal services-moderate-impact: A personal services establishment that may tend to attract criminal activity or reduce property values when found near similar establishments, and that may need to be dispersed in order to reduce these potential negative impacts. The term "moderate-impact personal services" includes but not limited to check-cashing stores, pawnshops, psychics, spas and hot tubs for hourly rental, **tattoo and body piercing parlors** and other uses of like kind or character.*

As a result of the above land use classification, the request to operate a tattoo and body piercing parlor at 1374 Myers Street requires a use permit. On April 20, 2015, Ms.

CC-8

Copping submitted as use permit application and monthly payment plan request to help with the costs associated with the change of address. Staff is recommending a monthly payment plan of \$250 per month to ensure full payment can be made within one year.

FISCAL IMPACT

Use permits are full cost recovery items in which staff charges their time and materials for processing the permit. The initial deposit, which typically reflects the average cost to process a use permit, is \$2,991.32 (\$2,822.00 + \$169.32 Technology Cost Recovery Fee). Once the permit is processed, staff will give the Finance Department a copy of all charges for collection.

RECOMMENDATIONS

Adopt Resolution No. 8361 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A \$250 MONTHLY PAYMENT PLAN FOR ERIKA COPPING TO PROCESS A REQUIRED USE PERMIT TO RELOCATE VOODOO TATTOO TO 1374 MYERS STREET, OROVILLE.

ATTACHMENT

Resolution No. 8361

**CITY OF OROVILLE
RESOLUTION NO. 8361**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A \$250 MONTHLY
PAYMENT PLAN FOR ERIKA COPPING TO PROCESS A REQUIRED USE PERMIT TO
RELOCATE VOODOO TATTOO TO 1374 MYERS STREET, OROVILLE**

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

1. Erika Copping, owner of Voodoo Tattoo, is hereby permitted to pay the fees associated with processing her use permit required to relocate Voodoo Tattoo to 1374 Myers Street in monthly installment payments of \$250 until paid in full.
2. First installment payment shall be made within five business days following the approval of this payment plan.
3. Any use permit approved by the Planning Commission shall be conditioned to ensure that if all required payments are not made, permit shall be revoked.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on May 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR
SCOTT HUBER, CITY ATTORNEY**

RE: CITY RECORDS RETENTION POLICY

DATE: MAY 19, 2015

SUMMARY

The Council may consider a Records Retention Policy for the City of Oroville

DISCUSSION

Official records are comprised of a collection of documentation, including legislative, historic, legal, fiscal and administrative documents, as well as vital records. Records management entails administering various document formats such as correspondence, mail, emails, faxed material, historical reference, and with the technical age, electronic media.

Records management archiving is a conventional method of safeguarding history for the benefit of education, accessibility to research and preservation of valuable fiscal, legal and administrative information. As the records management system for the City of Oroville includes a vast array of elements, it is incumbent upon each department to ensure proper safekeeping and destruction pursuant to the criteria set forth herein.

Statutory references are legal citations setting forth the retention and destruction guidelines. These guidelines ensure that the records are maintained legally and efficiently. Records that are not appropriately maintained or improperly destroyed expose the City to potential liability.

In all instances in which destruction of documentation is required, an Authorization to Destroy Obsolete Records must be completed and signed by the Department Head and City Attorney. This form serves as a permanent record, and would be utilized in any legal proceedings as evidence of proper destruction.

California Government Code Section 34090.5 sets forth that if a record series can be produced electronically and proper archival methods are set

CC-9

in place, the original may be destroyed, with the exception of those documents that are required to be kept permanently in their original format as outlined in the retention schedule. The City currently utilizes Laserfiche, a record retention program.

In most cases, records not addressed in the attached schedule should be considered routine in nature and would be identified as general information under a specific record series. Retention for those files would be two (2) years unless specific laws, decisions or opinions apply to that record series.

The retention schedule is not a permanently fixed document, but is flexible in nature to accommodate legal, administrative, or fiscal policy changes. As the City moves forward with implementation of the Record Retention Policy, it is anticipated that modifications may be necessary to effectuate proper record retention and efficiency of operations.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Adopt Resolution No. 8362 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A RECORDS RETENTION POLICY FOR THE CITY OF OROVILLE.

ATTACHMENTS

Resolution No. 8362
Records Retention Policy
Records Retention Schedule

**CITY OF OROVILLE
RESOLUTION NO. 8362**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE RECORDS
RETENTION POLICY FOR THE CITY OF OROVILLE**

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

1. The Council hereby adopts the Records Retention 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:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

CITY OF OROVILLE DOCUMENT RETENTION POLICY AND PROCEDURES

Most organizations must keep copies of certain documents for legal, regulatory, and/or operational reasons. The City of Oroville ("City") is committed to good business practice and upholding the laws and regulations that govern its operation. The goal of this policy is to outline for all City employees the proper procedures for storing and disposing of both electronic and paper documents.

GENERAL RECORDS MANAGEMENT

Official records are comprised of a collection of documentation. That documentation includes, among other things, legislative, legal, fiscal and administrative materials. It also includes vital records and information or documentation of an historical nature.

Records management entails administering various document formats, including correspondence, mail, email, faxed material, reference documents and, with the technical age, electronic media. Records management for the City will include a multitude of elements and processes. Each department will be required to ensure the proper safekeeping and destruction of materials pursuant to the criteria set forth within this policy. *Records that are not appropriately maintained or improperly destroyed expose the City to potential liability.*

California Government Code section 34090.5 sets forth that if a record series can be produced electronically and proper archival methods are set in place, the original may be destroyed, with the exception of those documents that are required to be kept permanently in their original format as outlined in the retention schedule. In all instances requiring or allowing the destruction of documentation, an Authorization to Destroy Obsolete Records must be completed and signed by the Department Head and City Attorney. This form will serve as a permanent record and would be utilized in any legal proceedings as evidence of proper destruction.

It is the City's intention to move toward an electronic imaging program as opposed to keeping hardcopy materials either in City facilities or in storage. Until a full electronic system is in place, an interdepartmental and coordinated effort will be made to adhere to the attached retention schedule.

Record Storage Procedures

For those records for which storage is necessary, the following issues will be considered and addressed when records storage is required:

Maintaining the confidentiality and security of records. An example of information requiring safeguarding includes information received from employees and applicants for employment that include Social Security numbers, residence information, insurance or other personal information.

Allowing for reasonable accessibility of stored records. Active records in storage should be readily accessible by the City. Inactive records need not be readily accessible,

but must be stored in a system and in a format that permits identification and retrieval if necessary.

Preservation of records from damage. Any storage facility must be reviewed for issues that may affect records preservation, including plumbing lines, potential fire hazards, magnetic interference that might affect electronic data, and any other reasonably foreseeable potential hazards.

Routine and Official Records

City records are important assets. A business record is any print or electronic document created and maintained in the ordinary course of business. These records include essentially all records you produce as an employee, whether paper or electronic. However, not every document constitutes an official record that must be kept.

A record may be as obvious as a memorandum, an email or a contract, or something not as obvious such as a computerized desk calendar, an appointment book or an expense record. A document should be retained if it contains activities that have evidentiary or reference value or if it is the sole copy of a document. This includes, for example, job offers, contract negotiations where final pricing is set, or a policy memo. It does not include, for example, in-progress drafts, discussions or negotiations, received copies of policy memos where an original already exists, or non-business correspondence.

In most cases, records not addressed in the attached schedule should be considered routine in nature and would be identified as general information under a specific record series. Retention for those files would generally be two years unless specific laws, decisions or opinions apply to that record series. Transitory correspondence files, consisting of correspondence, routine transactions, memoranda or emails holding no administrative, fiscal, historical or legal value should not be filed in working files. Examples of transitory documents may be, but are not limited to, transmittal letters, forms, emails (see email section below), requests for routine information or publications, announcements, and other documents not requiring action by the receiving office.

RECORD RETENTION SCHEDULE

The City is establishing retention or destruction policies or schedules for specific categories of records to ensure legal compliance or accomplish other objectives, such as cost management. While minimum retention periods are suggested within this policy and the attached schedule, documents not included in these categories should be determined primarily by the application of the general guidelines affecting document retention identified within this policy, as well as any other pertinent factors.

The attached table at **Exhibit A** lists the document types created and maintained by the City. For each document type, a mandatory retention schedule and method of disposal have been stipulated. The attached retention schedule is not meant to be a rigid document, but rather a flexible tool to accommodate legal, administrative or fiscal policy changes. Documents not addressed in this schedule that are not transitory in nature and for which there are legal requirements or that are essential for their legal, historical, fiscal or administrative value shall

have a record series number and title assigned. Once assigned, these records will be added to the retention schedule. Contact the City Clerk or City Attorney for review of any requested changes.

RETENTION OF OTHER ELECTRONIC DATA AND DATABASES

Other than Revenue Procedure 91-59, which recognizes electronic data interchange records and specifies that these records may be retained in electronic form unless a visible record is requested by a tax auditor, no other law at this time requires an organization to maintain both the electronic and hardcopy form of the same information. Those departments utilizing databases may therefore maintain records in any form unless the law either specifies a particular format or details restrictions on what forms may be used.

Databases

Databases consist of electronic files and fields of data providing specific categories of information. Typically, databases are modified over time through the addition, deletion or modification of records. Reports are often periodically prepared to obtain information from the database that may be useful for specific purposes. Due to the large volume of information maintained in databases, reports rarely reflect all information found in a database. Backups of databases, which are stored on City servers, are performed regularly and would be used to restore the databases in case of accidental erasure or disaster.

Databases maintained by the City might include, among other things, financial information, mailing lists, employee information, work order tracking, marketing information and records management information. Because reports typically do not reflect the complete contents of a database, the electronic version of a database will contain different information than a visible report; visible reports are therefore not the equivalent to an electronic database.

For records retention purposes, a database is an official record of the organization. The retention period is established as "until superseded (SUP)" to reflect that only the current version needs to be maintained. If digital backup tapes are utilized, Daily digital backup tapes are destroyed after four (4) days; weekly backup tapes are destroyed every three (3) weeks; and monthly backup tapes are destroyed on a rolling 12-month cycle. Periodic reports, which are produced in hardcopy format from a database and used for administrative, fiscal, legal or historical purposes, may be official records. These reports must be maintained for the requisite retention period according to the particular records series they are assigned. For example, the City's annual Budget Report is a "snapshot" of our financial position at the end of the fiscal year and is used to inform the City Council (legal), staff (administrative) and citizens (legal and historical). That snapshot must be retained for its designated retention period to reflect operational needs.

Word Processing Files

Many organizational documents are prepared using word processing software. A draft of a document may be prepared by the author him- or herself, typed into the word processing system from handwritten notes or other materials, or transcribed from dictation. A word processed document is often printed and revised until a final version is accepted by the author; that final version is often printed but may be electronic-only.

For records retention purposes, the original notes or recorded media used for dictation are non-records or work-in-progress that should be destroyed in relatively quickly after the final version of the document has been accepted. Similarly, successive drafts of a document and successive revisions of the electronic word processing file are non-records or work-in-progress. Only the final, approved document should be considered an official record.

If the final product of the word processing is a communication in an email system, the communication will only become an official record of the City if the formalization process (see above) is followed.

Word processed information is treated differently than databases. Information from a word processing file is usually printed letter-for-letter onto a final paper document; the paper document "mirrors" the information on the word processing system. Only the most useful and official version of a document is retained. For example, should electronic signature software or similar system be implemented within the City and should the word processed document contain one or more electronic signatures, that version becomes the official record and is retained in the normal course of business. However, if the document has been printed in hardcopy and signed, the hardcopy version containing any authorizing signatures becomes the official record and is therefore retained in the normal course of business.

RELEVANT LAWS AND REGULATIONS

A number of laws require that the City maintain certain types of records, usually for a specified period of time. Failure to retain those records for at least the minimum periods could subject the City to penalties and fines, cause a loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the City in contempt of court, or seriously disadvantage the City in litigation. A general listing of the various authorities that may affect document retention policies or the timing of document destruction is listed below.

- | | |
|--------------------|---|
| State Statutes: | Business & Professions Code (B&P)
California Administrative Code (CAC)
California Environmental Quality Act (CEQA)
Code of Civil Procedure (CCP)
Elections Code (EC)
Government Code (GC)
Health and Safety Code (H&SC)
Penal Code
Uniform Fire Code (UFC)
Welfare and Institutions Code (WIC) |
| Federal Statutes: | Family and Medical Leave Act of 1993 (FMLA)
United States Code (USC) |
| State Regulations: | California Code of Regulations (CCR)
California Occupational Safety and Health Administration (Cal/OSHA) |

Federal Regulations: Code of Federal Regulations (CFR)
U.S. Occupational Safety and Health Administration
(OSHA)

Federal Guidelines: Office of Management and Budget (OMB)

POLICY SUSPENSION

In some instances, this Document Retention Policy may be temporarily suspended, specifically if an investigation, litigation or audit is anticipated. In some instances, this policy's disposal schedule may conflict with the need to produce documents relevant to the aforementioned legal or regulatory procedures. If this is the case, then the need to comply fully with the law and/or regulation will override this policy, causing this policy to be temporarily suspended until the matter in question is satisfactorily resolved. Suspension of this policy will take the form of no business documents being disposed of whatsoever for a period of time.

POLICY NON-COMPLIANCE

It is in violation of this policy to dispose of any business document types named in the retention schedule above. If you believe you have accidentally disposed of or destroyed a business document, please contact the policy administrator listed below immediately, as the document may still be retrievable or salvageable, or may exist elsewhere as a copy. Your honesty in coming forward will have a significant positive impact on any disciplinary action taken, if any. If you know of anyone willfully disposing of or destroying any business documents relating to the City, you are under obligation to report these activities to the policy administrator.

Failure to comply with this Document Retention Policy may result in punitive action against the employee, including suspension or termination. Failure to report known violations of this policy will be handled very seriously.

CONTACTS

If you have any questions or concerns regarding this policy, or would like to report a policy violation, contact the following policy administrator(s):

City Administrator, 1735 Montgomery Street, Oroville, CA 95965; Telephone: 530-538-2535.

City Attorney, 1735 Montgomery Street, Oroville, CA 95965; Telephone: 530-538-2533.

EXHIBIT A

DEPARTMENT: CITY ADMINISTRATOR

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
CM1(a)	COUNCIL SUBCOMMITTEES, TASK FORCE, COMMISSIONS AD HOC COMMITTEES	Agendas	Hard Electronic	City Administrator Ofc City Server	Gov. Code 34090		CURRENT + 5 years
CM1(b)	" also includes MUSD/School	Minutes	Hard Electronic	City Administrator Ofc	Muni. Code I-310		PERMANENT
CM1(c)		Audio Recordings	Electronic	City Server	Muni. Code I-310		PERMANENT or as tech allows
CM2	CALENDARS	City Administrator,	Electronic	City website	Gov. Code 34090		CURRENT + 2 years
CM3(a)	CONTRACTS < \$20,000	City Administrator Office	Hard	City Administrator Ofc	Civil Code of Proc. 337		TERMINATE + 3 years
CM3(b)		Economic Dev. Dept. Contracts	Hard	Economic Dev. Administrator's	Civil Code of Proc. 337		TERMINATE + 3 years
CM4(a)	REPORTS	Department Monthly Reports	Hard	City Administrator Storage Area	Dept Policy		CURRENT + 5 years
CM4(b)		City Administrator Weekly	Hard Electronic	City Administrator Ofc	Dept Policy		CURRENT + 5 years
CM5	CORRESPONDENCE	Memos and Letters	Hard	City Administrator Ofc	Dept Policy	Council, Mayor, City Administrator	CURRENT + 5 years
CM6	EVENTS	e.g. State of the City, Mayor's installation	Hard Electronic	City Server City Administrator	Gov. Code 34090	e.g. attendees, cost, marketing	CURRENT + 2 years
CM7	MARKETING MATERIALS	Advertisements, Banners and Logos	Electronic	City Server	Gov. Code 34090	Dept Policy	CURRENT + 5 years
CM8	RECOGNITION	Proclamations and Commendations	Hard Electronic	City Administrator Ofc	Gov. Code 34090	Dept Policy	CURRENT + 2 years
CM9	HISTORICAL PHOTOS	Photos of significant historical value	Hard	City Hall	Dept Policy		PERMANENT
CM10	REDEVELOPMENT AGENCY	Requests for Proposals	Hard Electronic	Economic Dev, Administrator's Office; City Server	Dept Policy		CURRENT + 5 years
CM11	POTENTIAL CITY FACILITIES e.g. Conference Center	Studies; Architect Request for Qualifications	Hard Electronic	Economic Dev. Administrator's Office; City Server	Dept Policy		CURRENT + 5 years
CM12	ECONOMIC DEVELOPMENT STRATEGY	Final Strategy and Action Plan	Hard Electronic	Economic Dev. Administrator's	Dept Policy		CURRENT + 5 years
CM13	GREENHOUSE GAS EMISSIONS & CLIMATE CONTROL PROJECT	Reports and Analyses	Hard Electronic	Economic Dev. Administrator's Office; City Server	Dept Policy		CURRENT + 5 years

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC1	CITY ARTICLES OF INCORPORATION		Hard	City Hall – Clerk Office	Gov. Code 34090		PERMANENT
CC2(a)	MUNICIPAL CODE	aka Code of Ordinances	Hard	City Hall – Clerk Office	Gov. Code 34090	In red code books	SUPERSEDE
CC2(b)			Electronic	City Website	Dept. Policy	Linked from vendor website	SUPERSEDE
CC3(a)	CITY COUNCIL and REDEVELOPMENT AGENCY MEETINGS	Minutes	Hard	City Hall – Clerk Office	Gov. Code 34090(d) Gov. Code 40806		PERMANENT
CC3(b)			Electronic	Web online storage	Dept. policy		PERMANENT
CC3(c)			Electronic	WebEx 1954-current	Dept. policy		PERMANENT
CC3(d)		Agendas	Hard	City Hall – Clerk Office	Gov. Code 34090 Dept. Policy		CURRENT+ 5 years
CC3(e)			Electronic	City Website	Dept. policy	3 years current on web	as Technology allows
CC3(f)			Electronic	WebEx 1959-	Dept. policy		PERMANENT
CC3(g)		Recordings	Electronic videotapes + webcast	City Clerk storage & on City Server	Municipal Code I-310-2.130(b)		PERMANENT or as current tech allows
CC4(a)	APPEALS	Planning Commission Decisions	Hard	City Hall - City Clerk	Gov. Code 34090	See City Council Minutes	CLOSED + 2 years
CC4(b)		Administrative Hearings and Decisions	Hard	City Hall – Clerk Office	Gov. Code 34090	e.g. parking citation hearing	CURRENT + 2 years
CC5	CITIZEN COMMUNICATIONS	to City Clerk – letters/email, signatures/ petition from residents	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC6(a)	CITY COUNCIL / RDA AGENDA PACKETS	May include Financing Authority, Economic Development Corp., Housing Authority	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC6(b)		Agenda packet attachments	Electronic	City Server	Gov. Code 34090		as Technology allows
CC7(a)	REDEVELOPMENT AGENCY (SUCCESSOR AGENCY)	RDA Plan and Amendments	Hard	City Hall – Clerk Office	Gov. Code 34090	See ordinances	PERMANENT
CC7(b)	RDA, SA cont'd		Electronic	City Website	Gov. Code 34090		PERMANENT

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC7(c)		RDA Annual Reports	Hard	City Hall – Clerk Office	Dept. Policy		CURRENT + 10 years
CC8(a)	ORDINANCES	Originals	Hard	City Hall – Clerk Office	Gov. Code 34090(d), 40806		PERMANENT
CC8(b)			Electronic	City Website, WebEx, City Server	Gov. Code 34090(d), 40806		PERMANENT
CC9(a)	RESOLUTIONS	City Council, Redevelopment Agency, Public Finance Authority	Hard	City Hall – Clerk Office	Gov. Code 34090(d), 40801		PERMANENT
CC9(b)			Electronic	City Website WebEx, City Clerk Drive	Dept. policy		PERMANENT
CC10	BONDS	Official statements, Certificates of Participation	Hard	City Hall – Clerk Office	Gov. Code 43900	Cancelled, Redemption or Maturity	CLOSED + 10 years
CC11(a)	COMMISSIONS	Applications – pending or not appointed	Hard	City Hall – Clerk Office	Dept. Policy & City Council Handbook		CURRENT + 1 year
CC11(b)		Applications – appointed	Hard	City Hall – Clerk Office	Gov. Codes 34090, 40801	If < 2 yrs service, retain TERM + 2	TERMINATE
CC11(c)		Agendas	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC11(d)		Agendas	Electronic	City Website, WebEx	Gov. Code 34090		CURRENT + 2 years
CC11(e)		Minutes	Hard	City Hall – Clerk Office	Gov. Code 34090(d) & 40801		PERMANENT
CC11(f)		Minutes	Electronic	City Website, WebEx	Gov. Code 34090 Dept. Policy		PERMANENT
CC11(g)		Bylaws	Hard	City Clerk office file	Gov. Code 34090 Dept. Policy		SUPERSEDE
CC11(h)		Bylaws	Electronic	City Server, City website	Gov. Code 34090 Dept. Policy		SUPERSEDE
CC11(i)		Recordings	Hard (tapes)	Audiocassette tapes - in dept.	Muni Code I-310-2.130(b)	Comm. staff liaison	PERMANENT
CC11(j)	COMMISSIONS, cont'd	Recordings	Electronic (digital)	City Server	Muni Code I-310-2.130(b)	Comm. staff liaison	PERMANENT

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC11(k)		Attendance Reports	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC11(l)			Electronic	City Clerk Drive	Gov. Code 34090		CURRENT + 2 years
CC11(m)		Annual Local Appointments List	Hard	City Hall – Clerk Office	Gov. Code 54972	Posted in City Clerk’s office	SUPERSEDE
CC11(n)			Electronic	City website	Gov. Code 54972		SUPERSEDE
CC12(a)	CITY COUNCIL SUBCOMMITTEES	Agendas	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC12(b)			Electronic	City Website, WebEx	Gov. Code 34090		2 YEARS or as technology allow
CC12(c)	INCLUDES AD HOC TASK FORCES	Minutes	Hard	City Hall – Clerk Office	Gov. Code 34090, 34090.5		CURRENT + 2 years
CC12(d)			Electronic	City Website, WebEx	Gov. Code 34090		PERMANENT
CC12(e)		Recordings	Electronic audio & digital files	City server – digital; audio tapes – in depts.	Municipal Code 1-310-2.130(b)		PERMANENT or as current tech. allows
CC13(a)	CITY COUNCIL HANDBOOK		Hard	City Hall – Clerk Office	Gov. Code 34090	Reference copy	SUPERSEDE
CC13(b)			Electronic	City Clerk Drive	Dept Policy	Official copy at City Attorney’s	SUPERSEDE
CC14	DIRECTORY OF LOCAL OFFICIALS	Roster of Council and commissioners	Electronic	City Shared Drive	Gov. Code 34090	City Clerk maintains list	SUPERSEDE
CC15	FINAL PUBLISHED BUDGET	Annual book	Hard	City Hall – Clerk Office	Dept. Policy	Reference only, official in Finance	CURRENT + 10 years
CC16	JOINT POWERS AUTHORITY	Santa Clara County Library, utilities, etc.	Hard	City Hall – Clerk Office	Civil Code of Procedure 337.1, 337.2, 338, 343	Original doc + amendments	TERMINATE + 4 years
CC17(a)	INSURANCE CERTIFICATES	Related to contracts and agreements	Hard	City Hall – Clerk Office	Follow same retention as related contract	Filed with original contract	Same as contract
CC17(b)		Misc. Certificates + Endorsements	Hard	City Hall – Clerk Office	Dept. Policy		TERMINATE + 3 years
CC18(a)	ELECTIONS	County Sample Ballot Pamphlets	Hard	City Hall – Clerk Office	Dept. Policy	Historical copies available	CURRENT + 2 years
CC18(b)		Candidate Intention Form	Hard	City Hall – Clerk Office	FPPC Direction	Form 501	CURRENT + 5 years

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC18(c)		Certified Election Results	Hard	City Hall – Clerk Office	Gov. Codes 34090(d), 40801	Adopted by Resolution	PERMANENT
CC18(d)		Petition signatures for: voter initiatives, referendum, recall	Hard	City Hall – Clerk Office	Elections Code 17200, 17400		8 months after filing
CC19(a)	ELECTED OFFICIALS	Nomination Papers elected and non-elected	Hard	City Hall – Clerk Office	Elections Code 17100, Gov. Code 81009		TERM of OFFICE + 4 years
CC19(b)		Original Candidate Statement (if filed)	Hard	City Hall – Clerk Office	Gov. Code 81009		CURRENT + 4 years
CC19(c)		City Required Election Forms: e.g. Signs Form, Fair Campaign Practices Code	Hard	City Hall – Clerk Office	Dept. Policy		TERM OF OFFICE
CC19(d)		Oaths of Office	Hard	City Hall – Clerk Office	Gov. Code 36507, and 34090; 29 USC 1113		TERMINATE + 6 years
CC20(a)	CAMPAIGN FINANCE DOCUMENTS	Candidate Committee Campaign Statements – Elected	Hard	City Hall – Clerk Office	Gov. Code 81009(c)	FPPC 400 Series	PERMANENT
CC20(b)		Candidate Committee Campaign Statements (not elected)	Hard	City Hall – Clerk Office	Gov. Code 81009(b)	FPPC 400 Series	CURRENT + 5 years
CC20(c)		Campaign Statements - PACs & General Committees	Hard	City Hall – Clerk Office	Gov. Code 81009(b)	FPPC 400 Series	CURRENT + 7 years
CC20(d)		Copies - Candidate Campaign statements for other office	Hard	City Hall – Clerk Office	Gov. Code 81009(f)	Copy filed with City Clerk	CURRENT + 4 years
CC20(e)		All Committee Campaign Forms	Electronic or Hard	Website and WebEx	Gov. Code 81009(c) and 81009(e)	Non-elected 460s: remove from web post-election	CURRENT + 7 years
CC21(a)	CONFLICT OF INTEREST – FORM 700	Copy of Elected Officials	Hard	City Hall – Clerk Office	Gov. Code 81009 (d)	State FPPC retains original	CURRENT + 7 years
CC21(b)			Electronic	City Website – WebEx	Gov. Code 81009(g)	From 2006 -	CURRENT + 7 years
CC21(c)		Candidates (not elected)	Hard	City Hall – Clerk Office	Gov. Code 81009(b)		ELECTION + 5 years
CC21(d)			Electronic	City Website	Gov. Code 81009(g)	remove post-election	CURRENT

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC21(e)		Designated Employees and Consultants	Hard	City Hall – Clerk Office	Gov. Code 81009(e)	Resolution No. 7782 defines filers	CURRENT + 7 years
CC21(f)		Designated Commissioners	Hard	City Hall – Clerk Office	Gov. Code 81009(e)	Resolution No. 7782 identifies Commissions	CURRENT + 7 years
CC21(g)		Copy of City Administrator, City Attorney, Finance Director, Planning	Hard	City Hall – Clerk Office	Gov. Code 81009(f) [Gov. Code §87200 defines filers]	State FPPC retains originals	CURRENT + 4 years
CC21(h)			Electronic	City Website - WebEx	Muni. Code I-310-3.210(b)		CURRENT + 7 years
CC22(a)	FPPC FORMS 801, 802, 803	Related to Gifts, tickets, payments	Hard	City Hall – Clerk Office	Calif. Code of Regulations 18944.2(C)3 G		CURRENT + 7 years
CC22(b)			Electronic	City Website	Calif. Code of Regulations 18944.2(C)3 G		CURRENT + 4 years
CC23(a)	RECORDS MANAGEMENT	Records Retention Schedule	Hard	City Hall – Clerk Office	Civil Code of Procedure 343 Muni. Code I-310-3.130		SUPERSEDE
CC23(b)			Electronic	City Website	Muni. Code I-310-3.130		SUPERSEDE
CC23(c)		Record Destruction Approval Form – completed	Hard	City Hall – Clerk Office	Gov. Code 34090 City Attorney direction	Lists final disposition of records	PERMANENT
CC23(d)		Boxed Historical Materials	Hard	Clerk Office	Dept. Policy	e.g. photos, plaques, books	PERMANENT
CC24(a)	CONTRACTS AND AGREEMENTS	CIP/Construction Contracts (Council and RDA)	Hard	City Hall – Clerk Office	Civil Code of Procedure 337, 337.1(a), 337.15	Gov. Code 34090	CLOSED + 10 years
CC24(b)		Franchise Agreements	Hard	City Hall – Clerk Office	Gov. Code 34090	Utilities	PERMANENT
CC24(c)		Goods, service and maintenance	Hard	City Hall – Clerk Office	Civil Code of Procedure 337		TERMINATE + 3 years
CC24(d)		Employees – City Administrator and City Attorney	Hard	City Hall – Clerk Office	Civil Code of Procedure 337	Includes contract temp. employees	TERMINATE+ 3 years

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC25	CAPITAL IMPROVEMENT PROGRAM – 5 YEAR	Program and Plan Book	Hard	City Hall – Clerk Office	Dept. Policy	Official copy with City Eng'r	CURRENT + 5 years
CC26	GENERAL PLAN [General Plan in Plan Dept]	Amendments and Elements	Hard	City Hall – Clerk Office	Gov. Code 34090	Adopted by Council Reso	PERMANENT
CC27	BINGO PERMITS	Original permit and renewals	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC28(a)	REAL PROPERTY	Lot line adjustment grants, easements, deeds, annexations abandonments, vacations	Hard	City Hall – Clerk Office	Gov. Code 34090	Original at County Recorder	PERMANENT
CC28(b)		Subordination Agreements, Escrow Papers Restriction agreements Promissory Notes	Hard	City Hall – Clerk Office	Gov. Code 34090		PERMANENT
CC29	PROOFS OF PUBLICATION	legal ads published in local newspaper: Public Hearing Notices, Notice of Election, Ordinance	Hard	City Hall – Clerk Office	Gov. Code 34090; 911.2 Civil Code of Procedure 343, 349		CURRENT + 4 years
CC30	CALIFORNIA CONSTITUTION ARTICLES/RECORDS	Proposition 218 Protests	Hard	City Hall – Clerk Office	Gov. Code 34090		CURRENT + 2 years
CC31(a)	ADMINISTRATION	Standard Operating Procedures	Hard	City Hall – Clerk Office	Gov. Code 34090		SUPERSEDE + 2 years
CC31(b)		SOPs	Electronic	City server Y:	City Policy		SUPERSEDE
CC31(c)		Brochures, Books or other Historical Information	Hard	City Hall – Clerk Office	Dept. Policy	City Clerk determines historical significance	PERMANENT
CC31(d)		City Administrator Dept. Activity Reports	Hard	City Hall – Clerk Office	Gov. Code 34090	Reference copy for public	CURRENT + 2 years
CC31(e)		" "	Electronic	City Hall – Clerk Office	Dept. Policy	From May 2009 -	CURRENT + 2 years
CC31(f)		City Administrator Weekly Info memo	Hard	City Hall – Clerk Office	Muni Code I-310-3.110 a 2	Reference copy for public	CURRENT + 2 years
CC32(a)	PASSPORT ACCEPTANCE PROGRAM	Transmittals and Daily Revenue log	Hard	City Hall – Clerk Office	Per direction of US State Dept. Passport Agency		CURRENT + 2 years
CC32(b)		Passport Agents Reference Guide	Hard or electronic	City Hall – Clerk Office	" "		SUPERSEDE
CC32(c)		New blank Applications & other Forms	Hard	City Hall – Clerk Office	" "	DS-11, DS-82 and more	SUPERSEDE

DEPARTMENT: CITY CLERK

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

CC33	PUBLIC RECORDS ACT	Requests and responses	Hard or Electronic	City Hall – Clerk Office	Gov. Code 34090	CURRENT + 2 years
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DEPARTMENT: CITY ATTORNEY

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
CA1(a)	ADMINISTRATIVE	Correspondence files	Hard	City Attorney Office	Gov. Code 34090(d)	Correspondence originated by CAO	CURRENT + 2 years
CA1(b)		Internal City Attorney Department reports + reports to Council	Hard Electronic	City Attorney Office	Gov. Code 34090(d)	May be confidential	CURRENT + 2 years
CA2	AGREEMENTS/ CONTRACTS-GENERAL	Background info, research, review, negotiations, correspondence	Hard Electronic	City Attorney Office	Civil Code of Procedures 337, 337.15	Original agreements filed with City Clerk	TERMINATE + 10 years
CA3	ATTORNEYS-CONTRACTED	Originals/copies of non-council agreements; background information; general correspondence; fee schedules	Hard Electronic	City Attorney Office	Civil Code of Procedures 337, 337.15		TERMINATE + 10 years
CA4	BACKGROUND - BALLOTS / ELECTION MATERIALS	Background info/ research, correspondence re: ballot initiatives, measures, propositions and/or elections	Hard	City Attorney Office	Dept. Policy		PERMANENT
CA5	CITY COUNCIL HANDBOOK	City Council policy and procedures guide	Hard Electronic	City Attorney Office	Dept. Policy		SUPERSEDE
CA6(a)	CITY COUNCIL MEETINGS- CLOSED SESSIONS	Minutes (if minutes taken)	Hard	City Attorney Office	Gov. Code 34090; Muni Code I-310-2.70	Confidential	PERMANENT
CA6(b)		Audio or digital Recordings (if recordings taken)	Electronic	City Attorney Office	Gov. Code 34090.7	Confidential	PERMANENT
CA7	CODE ENFORCEMENT	Code enforcement case files	Hard	City Attorney Office	Gov. Code 34090(a),(b); Health & Safety 19850		CURRENT + 20 years
CA8	COST RECOVERY	Records of costs recovered by CAO	Hard Electronic	City Attorney Office	Gov. Code 34090(d)		CURRENT + 7 years
CA9	DEPT. OF INDUSTRIAL RELATIONS (STATE)	Public works complaints, records requests, decisions	Hard	City Attorney Office	Gov. Code 34090(d)		CURRENT + 2 years
CA10	EMERGENCY PROCEDURES	Emergency procedures for CAO	Hard Electronic	City Attorney Office	Gov. Code 34090		SUPERSEDE

DEPARTMENT: CITY ATTORNEY

CITY OF OROVILLE RECORDS RETENTION

CA11	LEGAL OPINIONS / ADVICE	Legal opinions/advice for City departments, City Council, RDA	Hard Electronic	City Attorney Office	Gov. Code 34090; Gov. Code 6254	Confidential	CURRENT + 10 years
CA12(a)	LITIGATION	INCOMING SUBPOENAS, in matters which City is non-party; includes documents produced in response, correspondence, objections, rulings	Hard	City Attorney Office	Gov. Code 6254	For this category "closed" means when subpoena fully and finally responded to	CLOSED + 2 years
CA12(b)		ADMINISTRATIVE PROCEEDINGS in non-personnel matters; includes appeals to City. May include notes, correspondence, hearing submissions, evidence, rulings	Hard Electronic	City Attorney Office	42 United States Code 1983; Gov. Code 6254	If re: minors-retain for 3 years after minor attains age 18	CLOSED + 7 years
CA12(c)		GENERAL LITIGATION; includes lawsuits, appeal cases, small claims actions, pitches motions, weapons petitions, divorce/wage orders. May include logs, complaints, police reports, court orders, motions, notes, briefs, discovery, settlement agreements, rulings, dismissals	Hard Electronic	City Attorney Office	42 United States Code 1983; Gov. Code 6254	If re: minors-retain for 3 years after minor attains age 18	CLOSED + 10 years
CA12(d)		SIGNIFICANT LITIGATION; includes condemnation/ eminent domain proceedings, purchase of real property cases, other cases which set legal precedent or of other significant importance. May include logs, complaints, police reports, court orders, motions, notes, briefs, discovery, settlement agreements, rulings, dismissals	Hard Electronic	City Attorney Office	Gov. Code 6254		PERMANENT
CA13	ORDINANCE FILES	Background, research correspondence re: adopted ordinances	Hard Electronic	City Attorney Office	Dept. Policy; Gov. Code 34090	Clerk retains final adopted ordinances	PERMANENT
CA14(a)	PERSONNEL MATTERS	Complaints, investigations, discipline, administrative hearings	Hard Electronic	City Attorney Office	Gov. Code 12946, 34090; 29 Code of Fed. Regulations 1602.31	Confidential	CLOSED + 20 years

DEPARTMENT: CITY ATTORNEY

CITY OF OROVILLE RECORDS RETENTION

CA14(b)	PERSONNEL, cont'd	Negotiations	Hard	City Attorney Office	29 United States Code 211(c), 203(m), 207(g); Dept. Policy	May be confidential, includes bargaining unit MOU or individual employee contract negotiations	PERMANENT
CA14(c)		Layoffs/ reductions in force	Hard Electronic	City Attorney Office	Gov. Code 34090; 29 Code of Fed. Regs 1602.31; Dept. Policy		PERMANENT
CA15	PUBLIC INQUIRIES	Correspondence, research, notes	Hard	City Attorney Office	Gov. Code 34090		CURRENT + 2 years
CA16	PUBLIC RECORDS REQUESTS	Correspondence, research, notes	Hard	City Attorney Office	Gov. Code 34090		CURRENT + 2 years
CA17	RESOLUTION FILES	Background, research, correspondence	Hard	City Attorney Office	Gov. Code 34090; Dept. Policy	Clerk retains final adopted resolutions	PERMANENT
CA18	SUBJECT FILES-GENERAL	Correspondence, research	Hard Electronic	City Attorney Office	Gov. Code 34090(d)	Retained until no longer useful	CURRENT + 2 years
CA19(a)	TRAINING	PROVIDED BY CAO: materials for training city officials/staff, may include original signed statements of compliance	Hard	City Attorney Office	Gov. Code 53235.2b	Includes ethics training	CURRENT + 5 years
CA19(b)		" "	Electronic - video	City Attorney Office	Gov. Code 53235.2b	Includes ethics training	CURRENT + 5 years
CA19(c)		RECEIVED BY CAO: conference/seminar info. and handouts; may include related travel/ expense requests and/or approvals	Hard	City Attorney Office	Gov. Code 53235.2b	Includes ethics training	CURRENT + 5 years

DEPARTMENT: BUILDING

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
B1	BUILDING PERMITS DOCUMENTATION	Applications, Structural Calculations, Soil Reports, Title 24, plan check comments, inspection records	Electronic	Web storage (Webex), City Server, Microfilm (off site vendor)	Health & Safety Code 19850 Muni Code II-1-19.02		PERMANENT
B2	BUILDING PLANS	Plans	Electronic	Web storage (Webex), City Server, Microfilm (off site vendor)	Health & Safety Code 19850 Muni Code II-1-19.02		PERMANENT
B3	BUILDING CODE BOOKS	California Codes – Building Code, Mechanical Code, Plumbing Code, etc.	Hard	City Hall – Building	Gov. Code 50022.6 Dept. Policy		CURRENT + 3 years
B4(a)	BUILDING ADDRESSING	Maps, addressing records, correspondence	Hard	City Hall – Building	Health & Safety Code 19850		PERMANENT
B4(b)			Electronic	City Server			
B5	FAITHFUL PERFORMANCE DEPOSIT	Applications, Agreement, Assignment to Financial Institution	Hard	City Hall – Building	Gov. Code 34090	When project is completed	CLOSED + 2 years
B6	CODE ENFORCEMENT	Correspondence, photographic evidence, legal documentation, complaints	Electronic	City Server	Muni Code II-1-26; Dept Policy		PERMANENT
B7	POLICIES	Department construction and permitting policies	Electronic	City website and City Server	Gov. Code 50022.6		SUPERSEDE
B8	CERTIFICATES OF OCCUPANCY	Temporary and Permanent Certificates of Occupancy	Electronic	City Server	Health & Safety Code 19850 Muni Code II-1-19.02		PERMANENT
B9	SUBMITTAL REQUIREMENTS & CONSTRUCTION GUIDELINES		Electronic	City website and City Server	Gov. Code 50022.6		SUPERSEDE
B10	INSPECTION LOGS	Daily inspections	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: ENGINEERING

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
Administration							
E1	ADMINISTRATIVE RECORDS	Policies & procedures.	Hard & Electronic	Engineering & City Server	Gov. Code 34090		SUPERSEDE
E2	CAPTIAL IMPROVEMENT PROGRAM (CIP)	"Final" Annual 5-year Program Book	Hard & Electronic	Engineering & City Server	Gov. Code 34090, Dept. Policy		PERMANENT
E3	EDUCATION	Training records, seminars & webinars	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E4	INTERAGENCY PROGRAMS	Program Plans and correspondence	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E5	SPECIAL EVENTS	Emergency events such as earthquakes, flooding & significant emergencies	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
TRANSPORTATION (TRAFFIC)							
E6	ROADWAY RECORDS	Speed surveys, traffic counts & turning movements	Hard or Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E7	TRAFFIC SIGNALS	Traffic signals & Signage files and data base	Hard or Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E8	STUDIES	Studies – Transportation & traffic studies, traffic calming requests	Hard or Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E9	WORK ORDERS	Work orders issued to Public Works Maintenance	Hard or Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
LAND DEVELOPMENT							
E10	ENGINEERING STANDARD DRAWINGS, GUIDELINES AND SPECIFICATIONS	Standard Drawings, Standard Specifications and Guidelines for Public improvements	Hard & Electronic	Engineering & City Server & City webpage	Gov. Code 34090		SUPERSEDE
E11	FEMA FLOOD RECORDS	General info, FEMA flood plain records, Flood Insurance Rate Map (FIRM), Elevation	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: ENGINEERING

CITY OF OROVILLE RECORDS RETENTION

		Certification and annual reports					
E12	FRANCHISE AGREEMENTS	With private utilities in public right-of-way	Hard or Electronic	Engineering & City Server	Calif Code of Procedure 337		TERMINATE + 3 years
E13	PUBLIC RIGHT-OF-WAY RECORDS	e.g. maps, easements and legal descriptions	Hard & Electronic	Engineering & City Server	Gov. Code 34090		PERMANENT
E14	PERMIT RECORDS	Encroachment permits records	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E15(a)	PRIVATE DEVELOPMENT PROJECT RECORDS	Bonds, Improvement agreements, Project engineering studies and reports, Initial and Final Acceptance records	Hard or Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E15(b)		Project Improvement Plans and mapping	Hard & Electronic	Engineering & City Server	Gov. Code 34090		SUPERSEDE
E16	UTILITY PLAT (SYSTEM) MAPS	Water, storm and sewer plat (system) maps	Hard & Electronic	Engineering & City Server	Gov. Code 34090		SUPERSEDE
E17	SPECIAL DISTRICTS	Lighting & Landscape Maintenance District and Community Facility District records	Hard & Electronic	Engineering & City Server	Gov. Code 34090		PERMANENT
E18	STORM DRAIN	Storm Drain Master Plan	Hard & Electronic	Engineering & City Server	Gov. Code 34090		PERMANENT
DESIGN & CONSTRUCTION							
E19(a)	CAPITAL IMPROVEMENT PROJECT (CIP) FILES	Design and Construction records including Request for Proposal (RFP) for consultants, Design Consultant Agreements, Insurance, administrative files, Cost Estimates, Permits, Outside Agency Approvals, Environmental Approvals, Advertisement & bidding files, construction admin files	Hard & Electronic	Engineering: during construction Off site storage - upon project completion	Gov. Code 34090		CURRENT + 2 years
E19(b)		Post Construction Phase: Notice of Completion, Final Record Drawing Set, Operations & Maintenance Manuals, Final Product Warranty documents	Hard & Electronic	Engineering: during construction, Off site storage: upon project completion	Gov. Code 34090		SUPERSEDE
E20	WATER SYSTEM	Backflow general info, approve devices, testers, complaints and service calls	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: ENGINEERING

CITY OF OROVILLE RECORDS RETENTION

E21	WATER SUPPLY	Master Supply Agreements	Hard or Electronic	Engineering & City Server	Civil Code of Procedures 337.2, 343; B&P 70425		PERMANENT
E22	WATER SYSTEM	Hydrants, flushing + flow, recycle + usage, valve records, pumping stations (all monitoring results)	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E23(a)	WATER QUALITY REPORTS	Bacteriological Sampling for Wells & Distribution System	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 2 years
E23(b)		General Mineral Sampling for Wells	Hard	Engineering	CA Code of Regulations Title 22, Section 64453		CURRENT + 10 years
E23(c)		General Physical Sampling for Wells & Distribution System (Monthly)	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 5 years
E23(d)		Inorganic Chemicals (Asbestos, Nitrate and Nitrite)	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 10 years
E23(e)		Lead & Copper: Public Education, Corrosion, State Certification	Hard	Engineering	CA Code of Regulations Title 22, Chp. 17.5; 40 Code of Fed. Regulations 141.91		CURRENT+ 12 years - or 2 compliance cycles, which ever is longer
E23(f)		Meth-tert-butyl ether (MTBE) – Well Monitoring	Hard	Engineering	CA Code of Regulations Title 22, Section 64453		CURRENT + 10 years
E23(g)		Organic Chemicals (Synthetic Organic Chemical & Volatile Organic Chemical)	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 10 years
E23(h)		Radioactivity Sampling for Wells	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 10 years

DEPARTMENT: ENGINEERING

CITY OF OROVILLE RECORDS RETENTION

E23(i)	WATER QUALITY REPORTS Cont'd	Trihalomethanes (THM) & Haloacetic Acid (HAA5)	Hard	Engineering	CA Code of Regulations, Title 22, Section 64453		CURRENT + 10 years
E23(j)		Unregulated Chemicals Monitoring Rule (UCMR & UCMR2)	Hard	Engineering	CA Code of Regulations Title 22, Section 64453		CURRENT + 2 years
E23(k)		Water Quality Complaints	Hard & Electronic	Engineering & City Server	CA Code of Regulations Title 22, Section 64453		CURRENT + 5 years
E23(l)		Water Quality Parameter Monitoring (Biweekly)	Hard	Engineering	CA Code of Regulations Title 22, Section 64692, 40 Code of Fed. Regula- tions 141.91		CURRENT + 12 years
E23(m)		Bacteriological	Hard & Electronic	Engineering & City Server	CA Code of Regulations, Title 22, Section 64453		CURRENT + 5 years
E23(n)		Chemical	Hard & Electronic	Engineering & City Server	CA Code of Regulations, Title 22, Section 64453		CURRENT + 10 years
E23(o)		Lead and Copper	Hard & Electronic	Engineering & City Server	CA Code of Regulations, Title 22, Section 64453		CURRENT + 12 years
E23(p)		Treatment plants, sewer rates. Facilities and special billing	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E24(a)	WATER REPORTS: OTHER	Consumer Confidence Report	Hard & Electronic	Engineering & City Server	Article 20 22 CA Code of Regulations 64483		CURRENT + 3 years
E24(b)		State Certification	Hard & Electronic	Engineering & City Server	40 Code of Fed. Regulations 141.91	State Compliance Documentation	CURRENT + 12 years
E24(c)		Variances, Water System	Hard & Electronic	Engineering & City Server	40 Code of Fed. Regulations 141.33		CURRENT + 5 years

DEPARTMENT: ENGINEERING

CITY OF OROVILLE RECORDS RETENTION

E25(a)	SEWER SYSTEM	Sewer System Management Plan	Hard & Electronic	Engineering & City Server	SWRCB ORDER NO. 2006-0003-DWQ	Active document, revised every 5 years	PERMANENT
E25(b)	SEWER SYSTEM	Emission data, studies, surveys, flow monitoring & adjustments, reports and EPA requirements	Electronic	Engineering & City Server	40 Code of Fed. Regulations 141.33	San Jose/ Santa Clara Master Agreement	CURRENT + 10 years
E26	SEWER REPORTS	Treatment plant fees, sewer rates. Facilities and special billing	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E27	STORM WATER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	Permits, Inspections, Illicit connects, and illegal discharge and Urban Runoff Annual Report	Hard & Electronic	Engineering & City Server	40 Code of Fed. Regulations 122.28, Dept. Policy		CURRENT + 15 years
E28	MASTER PLANS	Sanitary sewer, Urban Water Management Plan, Water Master Plans, & Water Contingency Emergency Plan	Hard & Electronic	Engineering & City Server	Gov. Code 34090		PERMANENT
E29(a)	SOLID WASTE - PROGRAM PLANNING	Regulatory Compliance Reports	Hard & Electronic	Engineering & City Server	Code of Fed. Reg. 14.7		CURRENT + 5 years
E29(b)	SOLID WASTE - SPECIAL PROGRAMS	Solid Water Services, curbside recycling, garbage composting	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years
E29(c)	SOLID WASTE - CUSTOMER SERVICE	Residents and Business communication, resource guide, customer surveys	Hard & Electronic	Engineering & City Server	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: FINANCE

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
FISCAL SERVICES							
FN1(a)	REVENUE GENERAL INFORMATION	Receipts, petty cash, Remittance Advice, Payments, Utility Billing, Refunds, Adjustments, Reports, A/R Invoices, write-offs	Hard	Finance Dept	Gov. Code 34090 Civil Code of Proc. 338		FISCAL YEAR + 3 years
FN1(b)			Electronic	Finance Server	Gov. Code 34090 Civil Code of Proc. 338		FISCAL YEAR + 3 years
FN2	APPLICATIONS	Solid Waste Senior Discount, Automatic Payment Service	Hard	Finance Dept	Gov. Code 34090		TERMINATE + 3 years
FN3	TRANSIENT OCCUPANCY TAX (TOT)	Exemptions and Returns	Electronic	Finance Server	Civil Code of Proc. 338		CURRENT + 3 years
FN4	PRIVATE JOBS	Reconciliations, Vendor Invoices, Related Payroll Reports	Hard	Finance Dept	Gov. Code 34090		TERMINATE + 3 years
PAYROLL/BENEFITS							
FN5(a)	EMPLOYEE / RETIREE PAYROLL / BENEFIT RECORDS	Tax Returns, Signed Time Sheets, Adjustments, Reports, Checks, W4s, Retiree Medical Reimbursements, PERS Reports	Hard	Finance Dept	Gov. Code 34090 29 United States Code 436 26 Code of Fed. Reg. 31.6001.1-4 29C Fed. Reg. 516.5, 616.6 Revenue & Tax 19530	Some documents may be confidential	CURRENT + 4 years
FN5(b)			Electronic	Finance Server	Gov. Code 34090 29 United States Code 436 26 Code of Fed. Reg. 31.6001.1-4 29 Code Fed. Reg. 516.5, 616.6 Revenue & Tax 19530		CURRENT + 4 years

DEPARTMENT: FINANCE

CITY OF OROVILLE RECORDS RETENTION

FN6(a)	EMPLOYEE / RETIREE PAYROLL / BENEFIT RECORDS	Garnishments, Direct Deposit Forms, Deferred Compensation Deduction Forms	Hard	Finance Dept	Gov. Code 34090 29 Code Fed. Reg. 516.2 26 Code Fed. Reg. 31.6001-1 29 Code Fed. Reg. 516.5 20 Code Fed. Reg. 516.6 Labor Code 1174(d)		TERMINATE + 3 years
FN6(b)		" "	Electronic	Finance Server	Gov. Code 34090 29 Code Fed. Reg. 516.2 26 Code Fed. Reg. 31.6001-1 29 Code Fed. Reg. 516.5 20 Code Fed. Reg. 516.6 Labor Code 1174(d)		TERMINATE + 3 years
FN7	CORRESPONDENCE	Inquiries, Audits	Electronic	Finance Server	Gov. Code 34090		CURRENT + 2 years
ACCOUNTS PAYABLE							
FN8(a)	ACCOUNTS PAYABLE RECORDS	W-9, A/P Reports	Hard	Finance Dept	Gov. Code 34090 26 Code Fed Reg. 16001-1	Some documents may be confidential	FISCAL YEAR + 2 years
FN8(b)		" "	Electronic	Finance Server	" "	Some documents may be confidential	FISCAL YEAR + 2 years
FN8(c)	ACCOUNTS PAYABLE RECORDS	1099s, A/P Reports, Vendor Files	Hard	Finance Dept.	Gov. Code 34090, 26 Code Fed. Reg. 31.6001-1(e)2 Rev. & Tax Code 19530 29 Code Fed. Reg. 516.5, 516.6 29 United States Code 436 26 Code Fed. Reg. 31.6001.1-4 26 Code Fed. Reg. 16001-1	Some documents may be confidential	FISCAL YEAR + 5 years
FN8(d)		" "	Electronic	Finance Server	" "	Some documents may be confidential	FISCAL YEAR + 5 years

DEPARTMENT: FINANCE

CITY OF OROVILLE RECORDS RETENTION

ACCOUNTING							
FN10	FIXED ASSETS –LAND AND BUILDING	Vendor Invoices, Journal Entries, and Escrow Papers	Electronic	Finance Dept	Gov. Code 34090 26 CFR 30165-1(f)		PERMANENT
FN11	FIXED ASSETS - EQUIPMENT	Vendor Invoices and Journal Entries	Electronic	Finance Dept	Gov. Code 34090 26 Code Fed. Reg. 30165-1(f)		TERMINATE + 3 FISCAL YEARS
FN12(a)	ACCOUNTING RECORDS	Cash, Journal Entries, Reconciliations	Hard	Finance Dept	Gov. Code 34090 Civil Code of Proc. 337		FISCAL YEAR + 4 years
FN12(b)		" "	Electronic	Finance Server	Gov. Code 34090 Civil Code of Proc. 337		FISCAL YEAR + 4 years
FN13(a)	LOCAL IMPROVEMENT DISTRICT ("LID")	Bank Statements and Bond Calls	Hard	Finance Dept	Gov. Code 34090		PERMANENT
FN13(b)		" "	Electronic	Finance Server	Gov. Code 34090		PERMANENT
FN14(a)	STATE REPORTING FILES	State Controller's Report, RDA-State Controller's Report and Statement of Indebtedness	Hard	Finance Dept	Gov. Code 34090	Controller may destroy after 5 years	FISCAL YEAR + 3 years
FN14(b)		" "	Electronic	Finance Server	Gov. Code 34090	Controller may destroy after 5 yrs	FISCAL YEAR + 3 years
FN15	IMPACT FEES FUND – RECONCILIATION (AB1600)	Reports	Electronic	Finance Dept	Gov. Code 34090 Civil Code of Proc. 337.15		FISCAL YEAR + 10 years
FN16(a)	GRANTS	Grant Applications and Agreements, Related Vendor & Payroll Records, and Grant Records	Hard	Finance Dept	Gov. Code 34090 Dept. Policy		AUDIT + 3 FISCAL YEARS
FN16(b)		" "	Electronic	Finance Server	Gov. Code 34090 Dept. Policy		AUDIT + 3 FISCAL YEARS

DEPARTMENT: FINANCE

CITY OF OROVILLE RECORDS RETENTION

BUSINESS LICENSE							
FN17(a)	BUSINESS LICENSE	Applications, Renewals, Correspondence	Hard	Finance Dept	Gov. Code 34090 Code of Civil Proc. 337		TERMINATE + 4 FISCAL YEARS
FN17(b)		" "	Electronic	Finance Server	Gov. Code 34090 Code of Civil Proc. 337		TERMINATE + 4 FISCAL YEARS
FN17(c)		Reconciliations - Online and Over the Counter	Hard	Finance Dept	Gov. Code 34090		CURRENT + 2 years
FINANCE ADMINISTRATION							
FN18	BOND PROCEEDS REPORTS	Arbitrage and Disclosure Reports	Hard	Finance Dept	Gov. Code 34090 Dept. Policy		LIFE of the Bond + 3 years
FN19	BOND DOCUMENT (BLACK BINDERS)	Debt financing documents	Hard	Finance Dept	Gov. Code 34090 Gov. Code 43900 et seq. Gov. Code 53921		LIFE of the Bond + 10 years
FN20(a)	BONDS: INVESTMENTS	Bank Statements, Investment Forms and Reports	Hard	Finance Dept	Gov. Code 34090 Dept. Policy		LIFE + 3 years
FN20(b)		" "	Electronic	Finance Server	Gov. Code 34090 Dept. Policy		LIFE + 3 years
FN21(a)	INVESTMENTS	Files	Hard	Finance Dept	Gov. Code 34090 Code of Civil Proc. 337.5		MATURITY + 3 years
FN21(b)		" "	Electronic	Finance Server	Gov. Code 34090 Code of Civil Proc. 337.5		MATURITY + 3 years
FN21(c)		Statements	Hard	Finance Dept	Gov. Code 34090 Dept. Policy		CURRENT + 4 years
FN21(d)		" "	Electronic	Finance Server	Gov. Code 34090 Dept. Policy		CURRENT + 4 years

DEPARTMENT: FINANCE

CITY OF OROVILLE RECORDS RETENTION

FN21(e)		Cash Flow	Hard	Finance Dept	Gov. Code 34090		CURRENT + 2 years
FN21(f)		" "	Electronic	Finance Server	Gov. Code 34090		CURRENT + 2 years
FN22	STAR REPORT	Sales Tax information	Hard	Finance Dept	Gov. Code 34090 Civil Code of Proc 337 et seq.		CURRENT + 3 years
FN23	TORT CLAIMS	Claim Forms	Hard	Finance Dept	Gov. Code 34090 Dept. Policy		CLOSED + 7 years
FN24	PUBLISHED BUDGET AND CAFR		Hard	Finance Dept	Gov. Code 34090 Dept. Policy	Public copy at City Clerk office	PERMANENT
FN25(a)	BUDGET WORKSHEETS	and Supporting Documentation	Hard	Finance Dept	Gov. Code 34090		CURRENT + 2 years
FN25(b)	" "		Electronic	Finance Server	Gov. Code 34090		CURRENT + 2 years
PURCHASING							
FN26(a)	PURCHASE ORDERS AND REQUISITIONS	Purchase Orders, Awarded Bids & Support Documentation, Info Requests, Qualifications	Hard	Finance Dept	Gov. Codes 34090 + 25105-1; Civil Code of Proc. 337		FISCAL YEAR + 5 years
FN26(b)		" "	Electronic	Finance Server	Gov. Code 34090 + 25105-1; Civil Code of Proc. 337		FISCAL YEAR + 5 years
FN27(a)	PURCHASING	Purchase Order approval Registers & Data Entry Scripts, bids not awarded, Surplus Property	Hard	Finance Dept	Gov. Codes 34090 + 25105-1; Civil Code of Proc. 337		FISCAL YEAR + 4 years
FN27(b)		" "	Electronic	Finance Server	Gov. Codes 34090 + 25105-1; Civil Code of Proc. 337		FISCAL YEAR + 4 years
FN28	VENDOR REGISTRATION	Vendors contact information + NIGP code classifications	Electronic	Finance Dept	Gov. Code 34090		PERMANENT
FN29	CAL-CARD FILES	Applications, signed agreement copies, account set up documents	Hard	Finance Dept	Civil Code of Proc. 337		PERMANENT
FN30	SURPLUS PROPERTY	Destruction Records	Hard	Finance Dept	Gov. Code 34090 Civil Code of Proc. 337		FISCAL YEAR + 4 years

DEPARTMENT: FIRE

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
FD1(a)	INCIDENTS	Incident & Supplemental Reports	Electronic	City Server	Gov. Code 34090 Dept. Policy		PERMANENT
FD1(b)		Supervisor's Report of Incident	Hard	Fire Administration	Gov. Code 34090		CURRENT + 2 years
FD2	CITIZEN SERVICE REQUESTS		Hard	Fire Administration	Gov. Code 34090		CURRENT + 2 years
FD3	POLICIES	Fire Dept. Standard Operating Procedures	Hard/ Electronic	Fire Administration / City Server	Gov. Code 34090		SUPERSEDE + 2 years
FD4	DISABLED PERSONS REGISTRATION	Information sheets and waivers for persons with disabilities	Hard	Fire Administration	Gov. Code 34090 Dept. Policy	Addresses noted in dispatch log and fire station map books	PERMANENT TERMINATED, if person deceased
FD5	STAFFING	Daily Rosters	Electronic	City Server	Gov. Code 34090 Dept. Policy		PERMANENT
FD6	BUSINESS ACTIVITY FILE - By address	Haz Mat Business Plans, Hazardous Material Permit, General Information, Buildings & Grounds, Life Safety, Under-ground Tanks, High Piled Storage, Urban Runoff	Electronic	City Server	Gov. Code 34090; Health & Safety 19850	Retain plans for the life of the building	PERMANENT
FD7	BUILDING & PROJECT PLANS	Hazardous Materials Process, Sprinklers, Fire alarms, Life Safety	Electronic	City Server	Gov. Code 34090(d); Health & Safety 19850	Retain plans for the life of the building	PERMANENT
FD8	SUBJECT FILES	Regulations & Correspondence	Hard	Fire Prevention	Gov. Code 34090		CURRENT + 2 years
FD9	WEED ABATEMENT	Regulations & Correspondence	Hard	Fire Prevention	Gov. Code 34090		CURRENT + 2 years
FD10	EMERGENCY MANAGEMENT & OPERATIONS PLANS	City Emergency Plan, Area Plan	Hard & Electronic	Fire Administration & City Server	Gov. Code 34090		SUPERSEDE + 2 years

DEPARTMENT: FIRE

CITY OF OROVILLE RECORDS RETENTION

FD11	FIRE CODE	Codes	Hard	Fire Prevention	Gov. Code 34090.7; Code of Civil Procedure 340.5		SUPERSEDE + 3 years
FD12	INSPECTIONS, FIRE PREVENTION	Construction inspections	Hard	Fire Prevention	Uniform Fire Code 103.34		CURRENT + 3 years
FD13(a)	INVESTIGATIONS, EVIDENCE - ARSON	Support prosecution resulting in homicide	Hard	Police Department	Penal Code 799		PERMANENT
FD13(b)	" "	Great bodily harm, inhabited structure or property	Hard	Police Department	Penal Code 800		CURRENT + 6 years
FD13(c)	" "	Structure	Hard	Police Department	Penal Code 801; Uniform Fire Code 104.32		CURRENT + 3 years
FD14	TRAINING RECORDS	Employees' training file	Hard	Fire Administration	Gov. Code 34090		TERMINATE + 2 years

DEPARTMENT: HUMAN RESOURCES

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
HR1(a)	RECRUITMENT	Master files, original signed job descriptions, history and correspondence, classification studies & backup, original eligibility lists	Hard	City Hall	Labor Code 1197.5(d)	Copies of signed job specs (at front desk)	PERMANENT
HR1(b)		" "	Electronic	City server, City Website			PERMANENT
HR1(c)		Non-hired applications, resumes, testing/ qualification info., advertisements & correspondence, original board binder material, recruitment/ eligibility back up documentation	Hard	City Hall	49 United States Code 2000e-8 & 2000c-12; Code of Fed. Reg. 1602.12 & 1602.14; Gov. Code 12946 & 5250	Confidential	CURRENT + 2 years
HR2(a)	PERSONNEL FILES	All items in personnel file including (not limited to) promotions, salary, personnel action forms, performance appraisals, new hire paperwork, discipline (non- elevated), investigations, tuition reimbursement, certifications, licenses, degrees, training records	Hard	City Hall	29 Code of Fed Reg. 1627.3, Labor Relations 1174; Labor Code 1197.5(d); Gov. Code 12946&6254b		TERMINATE + 3 years
HR2(b)		Form I-9 Employment Eligibility/ Verification	Hard	City Hall	RICA recommends 1 year from termination or 3 years from hiring, whichever is later. EEOC/FLSA/ADEA requires 3 years.	Non-citizens must recertify periodically	TERMINATE + 3 years
HR3	BENEFIT FILES	All items in benefit file including (not limited to) benefits, beneficiaries, enrolment forms, hours worked, non-W/C medical records	Hard	City Hall	29 Code of Fed. Reg. 1627.3, Labor Relations 1174, Labor Code 1197.5(d), Gov Code 12946	Gov Code 6254 b	TERMINATE + 3 years

DEPARTMENT: HUMAN RESOURCES

CITY OF OROVILLE RECORDS RETENTION

HR4	WORKERS COMPENSATION FILES	All items in file including (not limited to) medical records, evaluations and correspondence	Hard	City Hall	Labor Code 6410	Confidential Gov. Code 6254 (ad)	CURRENT + 5 years
HR5	INVESTIGATIONS	Discipline Grievances Informal complaints	Hard	City Hall	Gov. Code 12946, 34090 State requires 2 years after action is taken	State + Federal laws require retention until final disposition of complaint; Confidential	TERMINATE + 3 years
HR6(a)	TRAINING	Attendee roster, list of courses offered	Hard	City Hall	Dept Policy, Gov. Code 34090; Gov. Code 6250, et seq.	Kept for statistical information	CURRENT + 2 years
HR6(b)		Internal Workbooks, Videos, Booklets & Pamphlets	Hard	City Hall	Dept Policy, Gov. Code 34090; Gov. Code 6250, et seq.		SUPERSEDE
HR7	PAYROLL	Processing info., correspondence, memos	Hard	City Hall	Dept Policy, 29 Code of Fed. Reg. 1627.3;		CURRENT + 4 years
HR8	BENEFIT PLAN DOCUMENTS	Plans, Brochures, Booklets & forms	Hard	City Hall	29 Code of Fed. Reg. 1627.3		CURRENT + 3 years
HR9	LABOR RELATIONS	Compensation data, Negotiation notes, Correspondence, Reports	Hard	City Hall	Dept Policy; 29 Code of Fed. Reg. 516.6; 29 Code of Fed. Reg. 1602.14		PERMANENT
HR10(a)	UNEMPLOYMENT	Unemployment Insurance Claims and documents	Hard	City Hall	Gov. Code 34090		CURRENT + 2 years
HR10(b)		DMV Pull Notices/ Printouts, DMV medical documentation	Hard	City Hall	Gov. Code 34090	Confidential	SUPERSEDE
HR10(c)		" "	Electronic	Dept Server	Gov. Code 34090	Confidential	SUPERSEDE
HR11(a)	DEPARTMENT OF TRANSPORTATION TESTS	Negative drug tests, alcohol test < 0.02	Hard	City Hall	49 Code Fed. Reg. part 382.401	Confidential	CURRENT + 1 year

DEPARTMENT: HUMAN RESOURCES**CITY OF OROVILLE RECORDS RETENTION**

HR11(b)		Records related to the alcohol and drug collection process	Hard	City Hall	49 Code Fed. Reg. part 382.401		CURRENT + 1 year
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DEPARTMENT: HUMAN RESOURCES

CITY OF OROVILLE RECORDS RETENTION

HR11(c)	DEPT OF TRANSP.	Previous employer records	Hard	City Hall	49 Code Fed. Reg. part 382.401	Confidential	CURRENT + 2 years
HR11(d)		Annual Management Info. System reports, evaluations & referrals to Substance Abuse Professionals, follow-up tests / schedules, refusals to test, alcohol test 0.02 or greater, positive drug results, Evidential Breath Test calibration documentation	Hard	City Hall	49 Code Fed. Reg. part 382.401	Confidential	CURRENT + 4 years
HR11(e)		Education / training records	Hard	City Hall	49 Code Fed. Reg. part 382.401		TERMINATE or ceasing to perform functions + 2 years
HR12	CONTRACTS	Vendor and consultant contracts; invoices; correspondence	Hard	City Hall	Civil Code of Proc. 337.2, 343; Dept Policy		TERMINATE+ 3 years
HR13	MEDICAL LEAVE	Family Medical Leave Act, certifications, tests	Hard	City Hall	OSHA Standards Code of Fed. Reg. 1602.30; 1602.32		CURRENT + 3 years
HR14	REPORTS	DE 34 Report of New Employees, verification of employment	Hard	City Hall	Dept Policy		CURRENT + 3 years
HR15	RETIREE FILES	All items in file including (not limited to) retirement options, benefit elections and correspondence	Hard	City Hall	Dept Policy		CURRENT + 3 years
HR16	EMPLOYMENT DATA	All items in file including (not limited to) verification of employment and correspondence	Hard	City Hall	Dept Policy		CURRENT + 3 years

DEPARTMENT: INFORMATION SERVICES

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
IS1	DEPT. CORRESPONDENCE	Letters, Memos, Reports or other written material	Hard / Electronic	Information Systems	Gov. Code 34090		CURRENT + 2 years
	Public Records Requests		Hard / Electronic	Information Systems	Gov. Code 34090		CURRENT + 2 years
IS2	INVENTORY, INFORMATION SYSTEMS	Hardware/ software inventory logs; system manuals	Electronic	Information Systems	Gov. Code 34090		SUPERSEDE + 2 years
IS3	SOFTWARE LICENSES	Media or hard copy license certificates	Hard / Electronic	Information Services	Gov. Code 34090	hardcopy or electronic license	TERMINATE + 2 years
IS4	E-MAIL – GENERAL EMPLOYEES	Electronic e-mail messages	Electronic	Information Services – server	Standard Oper. Procedure 9-02: Computer, e-mail/ internet Usage		60 Days
IS5	E-MAIL – ELECTED OFFICIALS AND CITY ADMINISTRATOR	Electronic e-mail messages	Electronic	Information Services – server	Milpitas Muni Code I-310-3.180	May be offline electronic media	CURRENT + 5 years
IS6	OPERATIONAL PROCEDURES	Internal operating instructions and procedures	Electronic	Information Services	Dept. Policy Gov. Code 34090		CURRENT + 2 years
IS7	GENERAL SYSTEM BACK-UP	Disaster Recovery Copy of current business applications and data	Electronic	Information Services City Hall	Gov. Code 34090; Dept. Policy		CURRENT + 6 months
IS8	SECURITY SYSTEM LOGS	Record of Card Key access	Electronic	Information Services	Dept. Policy		CURRENT + 1 year
IS9	SECURITY VIDEO	Security camera video recordings	Electronic	Information Services	Dept. Policy	Saved until overwritten	SUPERSEDE
IS10	NETWORK INFORMATION SYSTEMS (LAN/WAN)	Configuration maps & plans	Hard	Information Services	Code of Civil Procedure 343		CURRENT + 4 years

DEPARTMENT: PARKS & TREES

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
PR1(a)	LIABILITY WAIVERS	General Class Registration	Hard	Community Center and Senior Center	Gov. Code 34090		CURRENT + 2 years
PR1(b)		Fitness Pass Membership MSC Drop-in, Adult Sports Drop-in	Hard	Sports Center	Gov. Code 34090		CURRENT + 2 years
PR1(c)		Teen Center Membership	Hard	Teen Center	Gov. Code 34090		CURRENT + 2 years
PR1(d)		Senior Center Membership	Hard	Senior Center	Gov. Code 34090		CURRENT + 2 years
PR2(a)	FACILITY RENTALS	Applications, Room Diagrams, Cancellation Forms	Hard	Respective public facility	Gov. Code 34090	Duplicate schedule and store off-site	CURRENT + 2 years
PR2(b)		Schedules	Electronic	City's Server – RecWare Safari	Gov. Code 34090		CURRENT + 2 years
PR3	ADULT SPORTS	Contracts, Rosters, and Schedules	Hard	Sports Center	Gov. Code 34090	Duplicate schedule and store off-site	CURRENT + 2 years
PR4(a)	MARKETING	Photos and Slides	Hard	Respective Public Facility	Dept. Policy	May be donated to Milpitas Historical Society	PERMANENT
PR4(b)		Activity Guides, Senior Center Newsletter/ City Calendars	Hard	Respective public facility	Dept. Policy		PERMANENT
PR4(c)		Marketing cam-paign, Gift Catalog & Sponsorship	Hard	Senior Center	Dept. Policy		CURRENT + 4 years
PR5(a)	FINANCIALS	Season and Fiscal Year Revenue Reports	Electronic	City Server			CURRENT + 3 years
PR5(b)		Evaluations, Attendance and Mailing Lists	Hard	Respective Public Facility	Gov. Code 34090		CURRENT + 2 years
PR6	CONTRACTS < \$20,000	Program Guidelines, applicants, recipients Sponsors, Classes/ Special Events & working files	Hard	Respective Public Facility	Civil Code of Procedure 337.2		CURRENT + 3 years

DEPARTMENT: PARKS & TREES

CITY OF OROVILLE RECORDS RETENTION

PR7	COUNTY GRANTS PROGRAM	Reservation Lists, Sign-in List, Site Reports, Food Temperature Logs, Money Count Sheets & Invoices	Hard	Senior Center	Gov. Code 34090		CLOSED+ 2 years
PR8(a)	SENIOR CENTER NUTRITION PROGRAM	County Health Reports and Site Assessment	Hard	Senior Center	Dept. Policy		CURRENT + 5 years
PR8(b)		1367 Forms (County forms)	Hard	Senior Center	Gov. Code 34090	Duplicate of Santa Clara Co - Confidential	TERMINATE + 2 years
PR9	SENIOR CENTER TRANSPORTATION	Daily List, Inspection Reports, MTC Report, Monthly Nutrition Report	Hard	Senior Center	Gov. Code 34090		CURRENT + 2 years
PR10(a)	VOLUNTEERS	Assignment Records, Investigation Records, Job Descriptions, Personnel Files	Hard	Respective Public Facility	Gov. Code 34090	Investigation Records and Personnel Files Confidential	TERMINATE + 2 years
PR10(b)		Recognition Event Files	Hard	Community & Senior Centers	Dept. Policy		CURRENT + 2 years
PR11	SEASONAL EMPLOYMENT	Seasonal Position Employment Apps	Hard	Respective Public Facility	Gov. Code 12946		TERMINATE + 3 years
PR12	ADMINISTRATION	Correspondence, Policies, Professional Memberships, Event Planning Working Files	Hard	Respective Public Facility	Gov. Code 34090		CURRENT + 2 years
PR13(a)	RAINBOW THEATER	Photo Albums	Hard	Community Center	Dept. Policy		PERMANENT
PR13(b)		Participation and school performance	Hard	Community Center	Dept. Policy		CURRENT + 3 years
PARKS DIVISION							
PR14	PARK MAINTENANCE	Community Garden Plot Holder, Layout	Hard	Community Center	Gov. Code 34090		CURRENT + 2 years
PR15	PARKS / FIELDS / PLAYGROUND FACILITIES	Location, Acreage, Maint. and security	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR16	CERTIFICATES / LICENSES	Class A Drivers License, Qualified Applicators, Backflow, Incentives, assignments	Hard	Public Works	Gov. Code 34090		TERMINATE + 2 years

DEPARTMENT: PARKS & TREES

CITY OF OROVILLE RECORDS RETENTION

PR17	CREWS	Hours, Mowing Schedule, Crew Organization	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR18(a)	PESTICIDES	Safety Precautions, Application Rates, Spray Rig Calibration & Operations, QAC Certification, Chemical in House Training, Chemical Storage Units, Respiratory Safety, Squirrel/Gopher recommendations, Siberian Elm Spraying	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR18(b)		Schedules	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR19	TOOLS	Crib Inventory	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR20	VANDALISM	Graffiti Work Orders	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR21	WATER USE	Security and Athletic Fields, Calibrations	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PR22	PARK LIGHTING	Light Check and Maintenance	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: PLANNING & NEIGHBORHOOD SERVICES

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
PNS1(a)	TENTATIVE MAP FILES	Application, staff report, Notices of Exemption, plans, correspondence	Hard	City Hall	Gov. Code 34090; 34090.7; Health & Safety 19850		CURRENT + 5 years
PNS1(b)		" "	Electronic	Web	Gov. Code 34090.5	Destroy hard copy after recorded or expired	PERMANENT
PNS2(a)	GENERAL PLAN & SPECIFIC PLANS	Bound plans	Hard	City Hall – planning office	Gov. Code 34090		PERMANENT
PNS2(b)		Housing Element	Hard	City Hall – planning office	Gov. Code 34090		SUPERSEDE
PNS3(a)	GENERAL PLAN & SPECIFIC PLAN AMENDMENTS	Application, plans, staff report correspondence	Hard	City Hall – Planning Dept.	Gov. Code 34090		CURRENT + 5 years
PNS3(b)		" "	Electronic	Web	Gov. Code 34090		PERMANENT
PNS4	ZONING MAP	GIS map	Electronic	City server	Gov. Code 34090.7, Health & Safety 19850	Updated using GIS software	PERMANENT
PNS5(a)	ZONING CHANGES	Maps, plans, drawings, exhibits, photos	Hard	City Hall – Planning Dept.	Gov. Code 34090.7, Health & Safety 19850	Ordinances with City Clerk	CURRENT + 5 years
PNS5(b)		" "	Electronic	Web	Gov. Code 34090.7, Health & Safety 19850		PERMANENT
PNS6	AGREEMENTS: DEVELOPMENT, AND DISPOSITION AND DEVELOPMENT	Signed final agreements	Hard	City Clerk’s office	Gov. Code 34090	On shelf in City Clerk’s office	PERMANENT
PNS7(a)	PROJECT FILES	Includes: maps, plans, correspondence, use variances, reports, studies, appeals, compliance certificates Includes historic preservation address files, alcohol permits, redevelopment projects, parking adjustments and agreements, draft and final EIRs, mitigation monitoring, negative declaration, comments, statements of overriding considerations, exemptions	Hard	City Hall – Planning Dept.	Gov. Code 34090(a), 4004; 4003; Health & Safety 19850		CURRENT + 5 years

DEPARTMENT: PLANNING & NEIGHBORHOOD SERVICES

CITY OF OROVILLE RECORDS RETENTION

PNS7(b)		" "	Electronic	Worldwide web	Gov. Code 34090		PERMANENT
PNS8	REVIEW OF ENVIRONMENTAL IMPACT REPORTS (NOT UNDER CITY'S JURISDICTION)	City review/ comments on projects by other juris., exemptions, EIRs, mitigation monitoring, negative declaration, notices of completion & determination, comments, statements of overriding consideration	Hard	City Hall – Nhrhhd Services	Gov. Code 34090, Dept. Policy		CURRENT + 5 years
PNS9	RESALE RESTRICTION AGREEMENTS	Agreements, deeds of trust, title insurance, promissory note	Hard	City Hall – Nhrhhd Services	Gov. Code 34090		PERMANENT
PNS10	HOUSING REHABILITATION CASES	Reports, documents	Hard	City Hall – Nhrhhd Services	Dept. Policy, 24 Code of Fed Regulations 570.502(b)(3); 24, 85.42		CLOSED + 5 years
PNS11(a)	COMMUNITY DEVELOPMENT BLOCK GRANTS	File documents	Hard	City Hall - Nhrhhd Services	Dept. Policy		CLOSED + 5 years
PNS11(b)		Grant Agreements	Hard	City Hall – City Clerk's office (copy in Nhrhhd Services)	Direction from federal Dept of Housing & Urban Development		CLOSED + 5 years
PNS12	CODE ENFORCEMENT	Photos, inspection, drawings, public nuisance, rubbish abatement, citations	Hard	City Hall - Nhrhhd Services	Gov. Code 34090		CLOSED + 2 years
		Sidewalk/ hazard abatement, animal cases	Hard	City Hall – Nhrhhd Services	Gov. Code 34090	(not dangerous animal level 3-5)	CLOSED + 2 years
PNS13	ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY (AVASA)	Report, inspection records	Hard	City Hall - Nhrhhd Services	Gov. Code 34090 Dept. Policy		CLOSED + 4 years
PNS14	DANGEROUS ANIMAL CASES CLASSIFIED AS LEVEL 3-5	Report, inspection records	Hard	City Hall - Nhrhhd Services	Gov. Code 34090 Dept. Policy		LIFE of the animal in the City + 2 years
PNS15(a)	ADMINISTRATIVE HEARINGS	Decisions – files	Hard	City Hall - Nhrhhd Services	Gov. Code 34090; 34090.7		CLOSED + 4 years
PNS15(b)		Decisions	Electronic	City Hall - Nhrhhd Services	Gov. Code 34090; 34090.7	Digital files or audio tapes	CLOSED + 4 years

DEPARTMENT: PLANNING & NEIGHBORHOOD SERVICES

CITY OF OROVILLE RECORDS RETENTION

PNS16(a)	PLANNING COMMISSION	Resolutions	Electronic	Web	Gov. Code 34090 (e)		PERMANENT
PNS16(b)			Hard	City Hall – Planning dept.	Gov. Code 34090(a), 4003, 4004	Filed with project files	CURRENT + 5 years
PNS16(c)		Recordings – videotape and webcasts	Electronic	Planning Dept storage, City Server	Muni Code I.310-2.130(b)		PERMANENT
PNS16(d)		Minutes	Hard	City Hall – planning dept	Gov. Code 34090 (d) Gov. Code 40806		PERMANENT
PNS16(e)			Electronic	Online storage	Gov. Code 34090.5		PERMANENT
PNS16(f)		Agendas	Hard	City Hall – Planning Department	Gov. Code 34090 Dept. Policy		CURRENT + 5 years
PNS16(g)			Electronic	City Website	Dept. Policy		as Tech allows
PNS17	COMMISSIONS, COUNCIL SUBCOMMITTEES	Audio recordings (e.g. CAC and LAC)	Electronic	City Hall –	Muni Code I-310-2.130 (b)	Digital files or audio tapes	PERMANENT

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
PD1	COMMUNICATIONS	Police/Fire radio traffic, + phone lines	Electronic	Voiceprint system	Gov. Code 34090.6	Auto purge by system	CURRENT + 180 days
PD2(a)	TRAFFIC - CITATION	Infractions	Hard	Police	Gov. Code 34090 Dept. Policy	Same req. as court record	CLOSED + 4 years
PD2(b)			Electronic	City Server	Gov. Code 34090 Dept. Policy		PERMANENT
PD2(c)		Misdemeanors	Hard	Police	Gov. Code 34090 Dept. Policy	Same requirement as court record	CLOSED + 6 years
PD2(d)			Electronic	City Server	Gov. Code 34090 Dept. Policy		PERMANENT
PD3(a)	FELONIES	Penal Code 187 – Capital crimes punishable by death or life imprisonment	Hard	Police	No statutory limitation for prosecution, Penal Code 799		PERMANENT
PD3(b)		Penal Code 290, 457.1, 189, and 192	Hard	Police	Crimes resulting in imprisonment of 8 years must begin within 6 years, Penal Code 800		CURRENT+ 5 years
PD3(c)			Electronic	City Server	Dept Policy		65 Years
PD4(a)	FELONIES – ALL OTHERS	Crime report photos (evidence) /crime scene photos and latent print file. Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under Penal Code 800 & 290 and Health & Safety 11850. Destroy juvenile marijuana after age 18	Hard	Police	Dept. Policy - Stat. Of limit. is 2 yrs. Destroy juvenile marijuana after age 18; Health & Safety 11361.5, Gov. Code 34090, Penal Code 802, 187, 800 et seq.	Meets the "3 Strikes" criteria and DOJ requirements	CURRENT+ 4 years
PD4(b)			Electronic	City Server	Dept Policy		65 years

DEPARTMENT: POLICE**CITY OF OROVILLE RECORDS RETENTION**

PD5(a)	OTHER CRIMES- Including Local Ordinances	Crime report photos (evidence)/ crime scene photos and latent print file Provided there are no outstanding warrants, unrecovered identifiable	Hard	Police	Dept. Policy; 18; Health & Safety 11361.5, Gov. Code 34090, Penal Code 802, 187, 800et seq.	Penal Code 12021.1, 290	CURRENT + 4 years
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DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

	MISDEMEANORS & INFRACTIONS INCLUDING CASES PC 12021.1	items, criminal deaths, they are not historically significant, and it is not classified under Penal Code 800 & 290 and Health & Safety 11850 Destroy juvenile marijuana after age 18					
PD5(b)			Electronic	City Server	Dept Policy		65 years
PD5(c)		Factually Innocent Petition Accepted Records Sealed Pending Destruction – Except those with outstanding stolen property, including firearms, or lost firearms	Hard	Police	Gov. Code 34090; Penal Code 851.8		Upon petition, records of agency must be sealed and destroyed in accordance with the provisions set by court record
PD5(d)			Electronic	City Server	Gov. Code 34090; Penal Code 851.8		Upon petition, records of agency must be sealed and destroyed per provisions set by court record
PD5(e)		Juvenile Sealed Records	Hard	Police	Welfare & Institution Code § 781(a)		Mandatory destruction upon and pursuant to a Court order
PD5(f)		Juvenile Sealed Records	Electronic	City Server	Welfare & Institution Code § 781(a)		Mandatory destruction upon and pursuant to a Court order
PD5(g)		Misc. – Adult Marijuana – H&S 11357 (b)(c)(d)(e) or H&S 11360(b) (with procedure in H&S 11361.5)	Hard	Police	Gov. Code 68152(e)(8)		CLOSED + 1 year
PD5(h)			Electronic	City Server	Dept Policy		65 years
PD5(i)		Misc. – Juvenile Marijuana – H&S 11357(e) – except those with outstanding stolen property, including firearms, or lost arms	Hard	Police	Health & Safety 11361.5, Gov. Code 68152(e)(8)	Courts and other Agencies shall destroy	Conviction or Arrest (if no conviction) + 2 years

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD5(j)			Electronic	City Server	Health & Safety 11361.5, Gov. Code 68152(e)(8)	Courts and other Agencies shall destroy	Conviction or Arrest (if no conviction) + 2 years
PD5(k)		Misc. Marijuana 11357(e) – Juvenile on School Grounds at school hours	Hard	Police	Health & Safety 11361.5	Courts and other Agencies shall destroy	Until offender = age 18
PD5(l)			Electronic	City Server	Health & Safety 11361.5	Courts and other Agencies shall destroy	Until offender = age 18
PD5(m)		Firearms entered into CA Law Enforcement Telecommunications System	Hard	Police	Penal Code 11108(b)		CURRENT + 4 years
PD5(n)			Electronic	City Server	Gov. Code 34090.7	unless firearm found or recovered	PERMANENT
PD6(a)	RECORDS	Missing Persons	Hard	Police	Gov. Code 34090, Dept Policy		CURRENT + 4 years
PD6(b)			Electronic	City Server	Dept Policy		65 years
PD6(c)		Stolen Property	Hard	Police	Penal Code Sections 211-213		CURRENT + 4 years
PD6(d)			Electronic	City Server	Dept Policy		65 years
PD6(e)		Incident Reports	Hard	Police	Gov. Code 34090, Dept Policy		CURRENT + 4 years
PD6(f)			Electronic	City Server	Dept Policy		65 years
PD6(g)		Firearms – Registration and Purchase	Hard	Police	Gov. Code 34090		TERMINATE + 2 year
PD6(h)		Restraining / Protective Orders	Hard	Police	Penal Code 13710	Retain records C+ 2 or 90 days from expiration, whichever is greater	CURRENT + 2 years
PD6(i)			Electronic	City Server	Dept. Policy		65 Years
PD6(j)		Logs: Temporary Holding Facility	Hard	Police	Gov. Code 34090		CURRENT+ 2 years
PD6(k)		LiveScan Applications/ Fingerprint Applications	Hard	Police	Gov. Code 34090	Public	CURRENT + 2 years
PD6(l)		RMS Database	Electronic	City Server	Gov Code 34090	Data Fields/ Records = interrelated	65 Years

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD6(m)	RECORDS, cont'd	Subpoenas (Duces Tecum)	Hard	Police	Gov. Code 34090, Gov. Code 6254	Here "closed" = when subpoena is fully and finally responded to	CLOSED +2 years
PD6(n)			Electronic	City Server	Dept Policy		65 Years
PD6(o)		Sealed Juvenile and Ward Cases (NOT those with outstanding stolen property, including firearms, or lost firearms)	Hard	Police	Gov. Code 34090, Welfare & Institutions 389(a) and 781 (d)		Sealing Date + 5 Years (or Court Order)
PD6(p)			Electronic	City Server			65 Years
PD6(q)		Crime Statistics / Uniform Crime Reports	Electronic	City Server	Gov. Code 34090, 34090.7	aka "UCR"	CURRENT + 1 year
PD6(r)		National Crime Info Center Validation	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(s)		Parking Permits	Hard	Police	Gov. Code 34090		TERMINATE + 1 year
PD6(t)		Public Information Requests	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(u)		Alarm Billing	Electronic	City Server	Gov. Code 34090		CURRENT + 1 year
PD6(v)		Criminal History Logs	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(w)		CA Law Enforcement Telecomm. System Recertification	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(x)		Records Checks, other agencies	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(y)		Dept. of Justice (DOJ) Detention Logs	Hard	Police	Gov. Code 34090		CURRENT + 1 year
PD6(z)		Officer Recordings: Mobile Audio/Video Recordings - not evidence	Electronic	Police	Gov. Code 34090.6 Dept. Policy	Recordings that become evidence are stored with evidence	180 Days
PD7(a)	PROPERTY/EVIDENCE	Guns, Narcotics, Hazardous waste, Metal and Cal Fire Destruction Logs	Electronic	City Server	Gov. Code 34090 Dept Policy		CURRENT + 4 years
PD7(b)		Evidence Database	Electronic	City Server	Gov. Code 34090, Dept Policy		70 Years

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD8(a)	INVESTIGATION	Assigned Case Log	Electronic	City Server	Gov. Code 34090 et seq. Dept Policy		CURRENT + 4 years
PD8(b)		Field Investigation (FI) Cards	Hard	Police	Gov. Code 34090 et seq.	Preliminary documents	CURRENT + 2 years
PD8(c)		Informant Files	Hard	Police	Gov. Code 34090 et seq. Dept Policy		PERMANENT
PD8(d)		Intelligence Files	Hard	Police	28 CFR23.20(h), Gov. Code 34090	Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years	CURRENT + 4 years
PD8(e)		Pawn Slips	Hard	Police	Business & Professions Code 21628	Originals entered into the State Automated Property System	CURRENT + 3 years
PD8(f)		Secondhand Dealer Permits/Pawn Broker Permits & Licenses	Hard	Police	Gov. Code 34090		CLOSED + 2 years
PD8(g)		Business Permits Regulatory –Technician / Driver etc.	Hard	Police	Gov. Code 34090		CLOSED + 2 years
PD8(h)			Electronic	City Server	Dept Policy		CURRENT + 8 years
PD9(a)	REGISTRATION FILES	Registrants: Arson – Adults	Hard	Police	Penal Code 457.1	Required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to Welfare & Institutions 781; Gov. Code 34090.7	CURRENT + 4 years
PD9(b)			Electronic	City Server	Penal Code 457.1		65 Years
PD9(c)		Registrants: Arson – Juveniles released from Calif. Youth Authority	Hard	Police	Welfare & Institutions Code 781	If released from CYA, records are destroyed after age 25 or sealing pursuant to 781	When offender = age 25 or court order
PD9(d)			Electronic	City Server	Welfare & Institutions Code 781		When offender = age 25 or court order

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD9(e)	REGISTRATION FILES	Registrants: Narcotic	Hard	Police	Gov. Code 34090, Health & Safety 11590 et seq., 11594(a) Dept. Policy		CURRENT+ 4 years
PD9(f)			Electronic	City Server	Gov. Code 34090, Health & Safety 11590 et seq, 11594(a) Dept. Policy		65 Years
PD9(g)		Registrants: Sex Offenders - Adults	Hard	Police	Penal Code 290 Dept Policy		CURRENT+ 4 years
PD9(h)			Electronic	City Server	Penal Code 290 Dept Policy		65 Years
PD9(i)		Registrants: Sex Offenders - Juveniles	Hard	Police	Penal Code 290; Welfare & Institutions 781		Sealing Date + 5 years or Court Order
PD9(j)			Electronic	City Server	Penal Code 290; Welfare & Institutions 781		Sealing Date + 5 years or Court Order
PD10(a)	TRAFFIC	Traffic Control: Radar Calibration Records	Hard	Police	Gov. Code 34090 et seq. Dept Policy		Life of equipment + 2 years
PD10(b)		PAS Device Calibration Logs	Hard	Police	Gov. Code 34090 et seq. Dept Policy		CURRENT + 2 years
PD10(c)		Special Events / Operations Plan	Electronic	City Server	Gov. Code 34090 et seq. Dept Policy		CURRENT + 2 years
PD10(d)		DUI Cost Recovery	Electronic	City Server	Gov. Code 34090		CURRENT + 4 years
PD10(e)		Parking Citation Reviews	Hard	Police	Gov. Code 34090, Dept Policy		CURRENT + 2 years
PD10(f)			Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PD11(a)	ADMINISTRATION	Correspondence	Hard/ Electronic	Police	Gov. Code 34090		CURRENT + 2 years
PD11(b)		Carry Concealed Weapons (CCW) Permits	Hard	Police	Gov. Code 34090, Dept. Policy	Includes approved & denied	PERMANENT
PD11(c)		DMV Pull Notices (Police employees only)	Hard	Police	Gov. Code 29648, 1234	Confidential	SUPERSEDE

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD11(d)		Internal Affairs Investigations / Complaints (except Officer Involved Shootings)	Hard	Police	Evidence Code 1045(b)(1), Gov. Code 12946, 34090, Penal Code 801.5, 803(c), 832.5, VC 2547	Confidential	CLOSED + 5 years
PD11(e)		Internal Affairs Investigations / Complaints: Officer Involved Shootings	Hard	Police	Evidence Code 1045(b)(1), Gov. Code 12946, 34090, Penal Code 801.5, 803(c), 832.5, VC 2547	Confidential	CLOSED + 25 years
PD11(f)		Personnel Background Packet – Unsuccessful candidates	Hard	Police	29 Code of Federal Regs 1602 et seq & 1627.3, 2 CA Code of Regs 7287.0(c)(2), 8, 114040(7.(c))	Confidential	CURRENT + 2 years
PD11(g)		Personnel files – Police Department Employees [includes evaluations, training certificates, medical records, etc.]	Hard	Police	29 Code of Federal Regulations 1627.3(b)(ii), 8 CA Code of Regulations 3204(d)(1) et seq, Gov. Code 12946, 34090 Dept. Policy	Confidential	TERMINATE + 30 years
PD 11(h)		Reviews	Hard	Police	Gov. Code 34090	Confidential	CLOSED + 2 years
PD12	POLICIES & PROCEDURES	Operation Directives / General Orders	Hard / Electronic	Police	Gov. Code 34090 et seq. Dept Policy		SUPERSEDE
PD13	PURCHASE ORDERS	and Contracts under \$20,000	Hard	Other	Code of Civil Procedure 337 and 337.5		TERMINATE + 4 years
PD14(a)	TRAINING	Department Training Records – Course Records (Attendance Rosters, Outlines and Materials; includes Use of Force training, safety training, etc.)	Electronic	Police/ Other	29 Code of Federal Regulations 1627.3(b)(ii), 8 CA Code of Regulations 3204(d)(1) et seq, Gov. Code 12946, 34090 Dept. Policy	Rosters sent to POST; Statewide guidelines propose 7 years; CA Labor Div. required to keep their records 7 years; OSHA requires safety training 5 years; EEOC/FLSA/ADA requires 3 years for promotion, demotion, transfer, selection, or discharge; state law requires 2-3 years	PERMANENT

DEPARTMENT: POLICE

CITY OF OROVILLE RECORDS RETENTION

PD14(b)		Weapons Database / Dept Weapons / Qualifications- employees	Electronic	Police	Gov. Code 34090, Dept Policy		PERMANENT
PD14(c)		Canine Program Files: Action Reports, Monthly Reports	Electronic	Police	Gov. Code 34090		CURRENT + 4 years
PD14(d)		Canine Program Files: Animal Files	Hard/ Electronic	Police	Food &Agricultural Code 32003(e) Penal Code 597.1(d); Gov. Code 34090 Dept Policy	3 years required for animal care/ treatment records	TERMINATE + 3 years
PD15	PENAL CODE	Patrol Ride-A-Long Waiver Form	Hard	Police	Code Civil Proc 338		CURRENT + 3 years
PD16	Citizens Police Academy (PACES)		Hard	Police	Gov. Code 34090 Dept. Policy		CURRENT + 4 years

DEPARTMENT: PUBLIC WORKS

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

Number	RECORD CATEGORY	Record Description	Format	Location	Code (law) Citation	Comments	Retention
PW1	ADMINISTRATION	Policies & procedures	Hard / Electronic	Public Works	Gov. Code 34090		SUPERSEDE
PW2(a)	CONTRACTS	Vendor and service contracts including invoices, work orders and vendor correspondence	Hard	Public Works	Code of Civil Proc. 337		TERMINATE + 3 years
PW2(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW3	CERTIFICATES & LICENSES	Class A Driver license & other certificates	Hard	Public Works and HR	Gov. Code 34090		TERMINATE + 2 years
PW4(a)	EMERGENCY EVENTS	earthquakes, flooding & other emergency events/ incidents	Hard	Public Works	Gov. Code 34090	Records kept longer if required by audit reqs of specific grants	CURRENT + 2 years
PW4(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW5(a)	SERVICE REQUESTS	From public and city staff	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW5(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW6	TRAINING	Training records	Hard	Public Works	Gov. Code 34090		TERMINATE + 2 years
STREETS SECTION							
PW7	PUBLIC WORKS EMERGENCY OPERATIONS	Procedures & training	Electronic	City Server	Gov. Code 34090		SUPERSEDE
PW8	SAFETY COMMITTEE	Procedures & training	Electronic	City Server	Gov. Code 34090		SUPERSEDE
PW9(a)	STREET MAINTENANCE	Schedules + workplans for: paving, patching, reflectors, line painting & removal, patching, leaf operations & service requests	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW9(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: PUBLIC WORKS**CITY OF OROVILLE RECORDS RETENTION SCHEDULE**

PW10(a)	TRAFFIC SIGNALS	Intersection check reports, equipment	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
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DEPARTMENT: PUBLIC WORKS

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

		inventory					
PW10(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW11(a)	STREET LIGHTS	Installation, conversions repairs & inventory	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW11(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW12(a)	SIGNS	Repairs, installation, special requests & inventory	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW12(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW13(a)	VANDALISM	Graffiti, incident reports, & service requests	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW13(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW14(a)	STANDBY PROGRAM	Policies, roster & reports	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW14(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW15	UNDERGROUND UTILITY LOCATES	Locate requests	Hard	Public Works	Gov. Code 34090		CURRENT + 5 years
PW16(a)	MAINTENANCE AND REPAIR RECORDS	Scheduled maintenance & repair records for water, storm and sewer facilities	Hard	Public Works	Code of Civil Proc. 337		CURRENT + 3 years
PW16(b)			Electronic	City Server	Code of Civil Proc. 337		CURRENT + 3 years
TREES & LANDSCAPING SECTION							
PW17(a)	MAINTENANCE	Schedules & service requests	Hard	Public Works	Code of Civil Proc. 337		CURRENT + 3 years
PW17(b)		" "	Electronic	City Server	Code of Civil Proc. 337		CURRENT + 3 years
PW18	PESTICIDES	Schedules & records for: inspections, spray rig calibration & operations, & chemical storage units, State pesticide reports. Tree root soil injection	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years

DEPARTMENT: PUBLIC WORKS

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

PW19(a)	STREET TREES	Removal permits, denials & appeals, inspections and Heritage Tree program	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW19(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
FLEET SECTION							
PW20	BUCKET BOOM TRUCK CERTIFICATION & INSPECTION REPORTS	Certifications & inspection reports for specialized boom trucks	Hard	Public Works	Gov. Code 34090 Dept. Policy		CURRENT + 5 years
PW21	DRIVER RECORDS	Driver vehicle inspection report, commercial driver's log, DMV pull notices	Hard	Public Works	Gov. Code 34090	Some information may be confidential	TERMINATE + 3 years
PW22	FUEL RECORDS	Gasoline and diesel fuel purchase and delivery records	Hard	Public Works	Code of Civil Proc. 337		CURRENT + 3 years
PW23	REGULATORY REPORTS	Regional & State air quality and water quality regulatory agency reports	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW24	UNDERGROUND STORAGE	Inspection reports & underground containment testing records	Hard	Public Works	Health & Safety Code 19850		LIFE of Structure
PW25(a)	VEHICLE RECORDS	Repairs, smog inspection records & vehicle tests, waste, oil & filter records, & preventive maintenance, accident reports	Hard	Public Works City Server	Gov. Code 34090		CURRENT + 2 years
PW25(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 3 years (smog info.)
PW25(c)		Surplus, sold & scrapped	Hard	Public Works City Server	Gov. Code 34090		CURRENT + 2 years
PW25(d)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW25(e)		Vehicle/Equipment Registration	Hard	Public Works	Vehicle Code 9900 et. Seq.		CURRENT + 2 years

DEPARTMENT: PUBLIC WORKS

CITY OF OROVILLE RECORDS RETENTION SCHEDULE

FACILITIES SECTION							
PW26(a)	ELEVATOR MAINTENANCE	Inspection logs & reports, service repairs & preventive maintenance records & permits	Hard	Public Works	Gov. Code 34090		CURRENT + 2 years
PW26(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW27(a)	FACILITIES MAINTENANCE	Schedules, inspections, preventative maintenance, equipment lists & inventory, facility set-ups	Hard	Public Works City Server	Gov. Code 34090		CURRENT + 2 years
PW27(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW28(a)	FIRE SUPPRESSION SYSTEMS	Inspection logs and reports, service repairs & preventive maintenance records, & permits	Hard	Public Works City Server	Gov. Code 34090 Dept. Policy		CURRENT + 5 years
PW28(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years
PW29(a)	SWIMMING POOLS AND CITY HALL PONDS	Schedules, inspections, incidents, equipment & water chem. balance log	Hard	Public Works City Server	Gov. Code 34090		CURRENT + 2 years
PW29(b)		" "	Electronic	City Server	Gov. Code 34090		CURRENT + 2 years

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE ANALYST II

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION**

DATE: MAY 19, 2015

SUMMARY

The Council may consider a Memorandum of Understanding (MOU) between the City of Oroville and the Oroville City Employees' Association (OCEA) for the period of May 19, 2015 through June 30, 2018.

DISCUSSION

On May 13, 2015, OCEA member's voted to ratify a new MOU between the City of Oroville and the OCEA. The term of the MOU is for three years; ending June 30, 2018. The MOU provides, among other provisions, for a 1.5% salary increase and \$75 additional City contribution towards medical premiums, upon ratification. The MOU also increases Step H from 2.5% to 5%, effective July 1, 2016, to bring Step H in line with the rest of the City's Step H salary schedules. In addition, effective July 1, 2017, the MOU provides for an additional 1% salary increase. OCEA has agreed to reduce the cap on their accrual banks for Compensatory Time Off (CTO) from 240 to 160 hours to help the City lower its unfunded liability. OCEA also relinquished their physical fitness incentive program and the extra 5 days of bereavement leave that was incorporated into their previous MOU, to help offset the salary increases. The changes to the MOU are attached for your review.

Overall, staff is believes this is a solid three year agreement and recommends the adoption of the new MOU between the City of Oroville and the Oroville City Employee's Association.

FISCAL IMPACT

	<u>2014/15</u>	<u>2015/16</u>
General Fund	\$ 3,500	\$31,200
Airport	\$ 130	\$ 1,135
Housing Administration	\$ 275	\$ 2,200
Sewer	\$ 1,000	\$ 9,000
Housing Code Grant	\$ 250	\$ 2,300
PW Vehicle Maintenance	\$ 250	\$ 2,000
	<u>\$ 5,405</u>	<u>\$47,835</u>

RECOMMENDATION

Adopt Resolution No. 8363 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION - (Agreement No. 1432-13).

ATTACHMENT (S)

Resolution No. 8363
Agreement No. 1432-13

**CITY OF OROVILLE
RESOLUTION NO. 8363**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION

(Agreement No. 1432-13)

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

1. The Mayor is hereby authorized and directed to execute a new Memorandum of Understanding between the City of Oroville and the Oroville City Employees' Association. A copy of the Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 19, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF OROVILLE

And the

OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

For the period between

MAY 19, 2015 AND JUNE 30, 2018

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This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. _____ adopted at its Regular Meeting of May 19, 2015.

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Section 1. RECOGNITION OF OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)

The City formally recognizes the OCEA as the majority representative for all City employee CLASSIFICATIONS set forth in Exhibit "A" excluding confidential employees.

Section 2. SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in the California Government Code Section 3504 et seq.

Section 3. MAINTENANCE OF BENEFITS

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

Section 4. MEETING RELEASE TIME

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

Section 5. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this memorandum, except as expressly limited by a specific provision of this memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City as enumerated herein, include, but are not limited to the following subject to the requirements of this memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of members needed; to hire, transfer, promote and maintain the discipline and efficiency of its members, to establish work standards, schedules of operation and reasonable work loads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

Section 6. LAYOFF POLICY

6.1 Purpose

6.1.1 The City may initiate a layoff due to lack of work, lack of funds, or change in the organization.

6.2 City of Oroville – OCEA Cooperative Efforts

6.2.1 When the City determines that layoffs are imminent, it shall provide written notification to OCEA. Further, in the spirit of cooperation, the City or the OCEA may request a meeting to jointly discuss alternatives to layoff, including, but not limited to, attrition or a reduction in work hours. Every effort shall be made to fill vacant position(s) that are determined to be a necessity in the City with qualified laid-off employee(s).

6.2.2 Notwithstanding the effort to work cooperatively, the City has the exclusive right to determine the methods, means, numbers and kinds of personnel by which services are to be provided. The City's decision to make a reduction in force and/or layoff an employee(s) is not subject to the duty to meet and confer. However, the parties will meet and confer regarding the impact of those determinations.

6.3 Definitions

For the purposes of this section:

6.3.1 Layoff - separation of employee(s) from the active work force due to lack of work, lack of funds or change in the organization.

6.3.2 Temporary Employee - an at-will non-benefited employee who is hired on a temporary basis, and works less than 1,000 hours in a fiscal year.

6.3.3 Probationary Employee - any employee tentatively appointed to a position prior to becoming a permanent employee.

6.3.4 Fulltime Permanent Employee - benefited employees who successfully complete their probationary period and who regularly work a minimum of 32 or more hours per week.

6.3.5 Part-time Permanent Employee – benefited employees who successfully complete their probationary period and who regularly work less than 32 hours per week.

6.3.6 Displacement Rights (Bumping) - a permanent employee who has more seniority may remove another employee in a lower classification and take their place.

6.3.7 Seniority – The length of service of consecutive time served from an employee's date of hire with the City. Service seniority for unpaid military leave will be considered in the manner prescribed by State and Federal law. Continuous employment includes paid leaves of absences.

If a City temporary employee is subsequently appointed to a fulltime position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as there has been no break in continuity of service. This does not include Temp Agency employment with the City (i.e., Express Personnel, etc.).

In a case where two (2) or more employees in the same class in the same department have the same seniority date, the date of their employment application to the City of Oroville will determine seniority (See Oroville Personnel Rule 7. Seniority).

6.3.8 Lateral Displacement – An employee who has more seniority may remove another employee from within their same classification pursuant to 6.5.3.

6.3.9 Classification - a specific job title.

6.4 Order of Layoff & Procedure

6.4.1 Whenever it is determined that a layoff must occur within a job classification, the order of layoff shall be:

1. temporary employee
2. probationary employee
3. part-time and fulltime permanent employee

6.4.2 In each type of employment, the employee(s) with the least overall city seniority in the affected job classification(s) shall be laid-off first.

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6.4.3 In the event that two (2) or more employees in a job classification within a Department have the same seniority, then the employee with the least seniority with the City shall be laid-off. If there is no distinction between seniority of two (2) or more employees, the order of layoff will be determined by the date on their application for employment with the City.

6.5 Displacement Rights

6.5.1 An employee may displace any other employee in a lower classification within their Department, if they have more seniority and can meet the minimum qualifications. An employee may also displace another employee in any position in any Department that they held previously. This does not include working in an out-of-class position.

OCEA employees may only displace an employee within the OCEA bargaining unit.

Only Administrative Assistant~~s~~ and Staff Assistant~~s~~ may displace laterally into another Department if they have accrued seniority. However, an employee who elects to displace laterally into another Department shall serve a three (3) month probationary period in the new Department. Monthly evaluations will be given to the employee. If two (2) of the three (3) month evaluations are unsatisfactory, the probationary period may be extended an additional three (3) months. If the employee does not pass their probationary period, the employee will be laid-off in accordance with this MOU.

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6.5.2 Employees who are designated for layoff or displacement may elect, in lieu of layoff or displacement one of the following:

1. Displace laterally within the same classification (See 6.3.8).
2. Displace into a lower classification (See 6.3.6).

An employee who chooses to exercise their displacement rights must accept the salary, hours and working conditions of their new position. An employee will be allowed only one (1) displacement per layoff occurrence.

6.5.3. For the purposes of displacement, departments and positions are defined as follows:

<u>Administration Department</u> <hr/>	<u>Business Assistance and Housing Department</u> Building Maintenance Technician II Housing Develop./Building Maint. Supervisor Office/Field Aide	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: ¶ RDA Coordinator</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Strikethrough</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: SBF/RDA-Coordinator</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Strikethrough</div>
<u>Finance Department</u> Accountant Accounting Technician	<u>Admin/Program Analyst II</u> Program Analyst I <u>Code and Construction Compliance Specialist</u>	
<u>Community Development Dept.</u> Associate Civil Engineer Assistant Planner Associate Planner Building Inspector Construction Inspector Counter Technician GIS Specialist/Eng. Tech Office Coordinator	<u>Public Works and Parks & Trees Department</u> Cement Finisher Cultural Facilities Coordinator Equipment Mechanic Lead Mechanic Parks Maintenance Technician III Parks Maintenance Technician II Parks Maintenance Technician I Public Works Operator III Public Works Operator II Public Works Operator I Signal Technician/Electrician	
<u>Clerical Staff</u> Administrative Assistant Staff Assistant	<u>Technical Director/Facility Operator</u> <u>Public Works Supervisor</u>	

6.5.4. An employee who exercises their displacement rights shall be paid in the new job classification at the same salary range step (i.e., Step D to Step D; Step F to Step F; etc.).

6.5.5 If an employee with permanent status chooses not to displace an employee in a lower job classification or laterally displace an employee, they shall be laid-off, and the City agrees not to challenge unemployment benefits.

6.5.6 An employee may request layoff in lieu of the opportunity to displace an employee by notifying the Personnel Department in writing within five (5) business days of the notice of layoff. If an employee requests layoff in lieu of displacement, they shall forfeit all recall rights except to a vacancy in the same classification from which the employee was laid-off. In this case, the employee shall be entitled to recall rights for a period of one (1) year from the effective date of the layoff.

6.5.7 An employee who is in a promotional probationary status and is affected by a layoff or is displaced by an employee exercising their displacement rights shall be allowed to return to their former job classification where they held permanent status, and the employee will be allowed to invoke any of their displacement rights. If the job

classification in which the employee previously held permanent status no longer exists, the employee will be allowed to invoke any of their displacement rights. If the employee has no displacement rights to invoke, they will be laid-off without any right of recall.

6.5.8 A new City employee who has not completed their probationary status has no layoff rights.

6.5.9. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.6 Seniority List

6.6.1 At least five (5) business days prior to written notices of layoff, the City shall provide a current seniority list to affected employee(s) and the Association's Labor Representative for the OCEA bargaining unit. The seniority list shall show the employee names, classification, seniority date, and the process for reporting discrepancies. The seniority list shall be deemed correct unless an employee or the OCEA notifies the Personnel Department to the contrary, in writing, within five (5) business days of the receipt of the seniority list.

6.7 Notification of Layoff

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6.7.1 The City will provide a written Notice of Layoff to all affected employee(s) within ten (10) business days in advance of the effective date of layoff. The written Notice of Layoff will include a list of all positions in which the employee may invoke any of their displacement rights. The written Notice of Layoff will be hand-delivered to the employee and the employee will sign for receipt of the Notice. The Association's Labor Representative will receive a copy of all written Notice of Layoff at the same time the affected employee(s) are notified.

6.7.2 Any employee who is on a paid or unpaid leave or not in attendance at their worksite shall be affected by the layoff in accordance with the provisions of this Section. With such written Notice of Layoff, the employee shall be informed of their rights to which they are entitled and the procedure to be followed, including a list of all positions in which the employee may invoke any of their displacement rights. The Notice of Layoff shall be mailed to the employee via U.S. certified/return receipt mail to the last known address filed with the Personnel Department. The Association's Labor Representative will receive a copy of all written Notices of Layoff at the same time the affected employee(s) are notified.

6.7.3 Laid-off/Displaced employees shall be paid accrued leaves in accordance with the OCEA Memorandum of Understanding, applicable City policies and rules, and applicable Laws.

6.8 Re-Employment Following Layoff/Displacement

6.8.1 Employee(s) shall be entitled to re-employment rights for a period of one (1) year from the effective date of layoff or displacement. To expedite re-employment, more than

one (1) laid-off/displaced employee may be notified when an opening occurs. The laid-off/displaced employee(s) will be re-hired in inverse order of layoff. A laid-off/displaced employee shall be required to meet the qualifications of the classification to which they are recalled (i.e., license(s), certification(s), etc.).

6.8.2 When a vacancy occurs in a job classification, the laid-off or displaced employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff. Employees with permanent status who were laid-off or displaced are eligible to return to the job classification in which permanent status was held, but shall have no recall rights to any job classification in which probationary status was held at the time of layoff or displacement.

6.8.3 Laid-off/Displaced Employees: The effective date of layoff shall be the employee's last day working at the City. When a vacancy exists and employees are to be re-employed, notice of the opening(s) shall be sent via U.S. certified/return receipt mail, to the last known address on file in the Personnel Department. It shall be incumbent upon the laid-off employee to advise the Personnel Department, in writing, of any change in address. The laid-off employee shall have five (5) business days, following the notification from the City, to notify the City, in writing, of their intent to return to work.

6.8.4 An employee who exercises their re-employment rights shall be paid the salary range step they received immediately prior to layoff/displacement. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.8.5 Laid-off/Displaced employees who accept re-employment will earn sick leave and vacation at the same accrual amounts the employee received prior to being laid-off/displaced, and any sick leave balances will be restored.

6.8.6 The laid-off employee shall have a reasonable period of time to return to work, not to exceed fifteen (15) business days. If the laid-off employee fails to respond to the notice of re-employment within five (5) business days, or fails to report to work within the reasonable time period as set forth above, they will forfeit all re-employment rights.

6.8.7 A laid-off/displaced employee shall lose their re-employment rights due to: 1) resignation; 2) retirement; 3) failure to return to work when recalled by the City; or 4) when the City has not recalled an employee to work for a period of one (1) year.

Section 7. BOOT ALLOWANCE

A Boot allowance of Two Hundred (\$200.00) Dollars per year shall be provided to all employees as a requirement or necessity to perform their duties. This amount shall be paid in the month of October for the following classifications:

Public Works Operators I, II and III
Park Maintenance Technicians I, II and III
Lead Equipment Mechanic
Equipment Mechanic
Traffic Signal Tech/Electrician

Cement Finisher
Building Maintenance Technician II
Building Inspector
GIS Specialist
Associate Civil Engineer
Construction Inspector
Code and Construction Compliance Specialist
Sr. Code Enforcement Specialist
Code Enforcement Specialist

Section 8. CALL-BACK PAY

- 8.1 Definition of Call-back: When an employee is not currently working their normally assigned work shift and is called back to work either prior to arriving or departing from the employee's worksite.
- 8.2 In the event of a call-back or return to duty, a member shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 ½) times the regular rate of pay. If the time worked exceeds two (2) hours, then the member shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest ten (10) minutes. OCEA members who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.
- 8.3 Time worked contiguous to and after a normally assigned work shift shall be treated as normal overtime.

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Section 9. BLOOD BANK DONATION TIME

A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the work day for such purpose. The verification of such donation shall be returned to the department head for inclusion with the bi-weekly attendance report in order for the member to receive credit for time worked.

Section 10. SHIFT DIFFERENTIAL

- ~~10.1 Employees who are required to work a majority of their shift between the hours of 5 and 7:00 a.m. shall be compensated an additional 5% for all hours worked during that shift.~~
- ~~10.2 Employees who are required to work on weekends (Saturday and Sunday) shall receive an additional 5% for all hours worked on those days.~~

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Section 11. COMPENSATION, OVERTIME AND DEFERRED COMPENSATION

- 11.1 Effective January 1, 2003, to be eligible for advancement to Step F or Step G the employee must have completed two (2) years within their current classification. Upon ratification and adoption of this MOU, Step H shall be created consisting of a 2.5% salary increase above Step G. Employees at Step G effective 07/01/2011 shall be placed at Step H on their next anniversary date. Effective 07/01/2012, to be eligible for advancement to Step H the employee must have completed one (1) year at Step G within their current classification.

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Effective July 1, 2016, Step H shall be 5% above Step G. Employees at Step H on July 1, 2016, shall receive the additional 2.5%.

11.2 Additional Compensation

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Upon ratification of this MOU, employees shall receive a 1.5% salary increase.

Effective July 1, 2017, employees shall receive a 1% salary increase.

11.3 In October 2016 and October 2017, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues increase more than 7%, the City and OCEA will meet to discuss a potential additional salary increase.

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11.4 In October 2016, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues decrease more than 5%, the City and OCEA will meet to discuss a potential salary decrease and/or deferment of the July 1, 2017, 1% increase in lieu of layoffs.

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Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu. The City agrees to advise and provide OCEA revenue updates.

Deleted: Effective 07/01/2013, all employees of this bargaining group shall receive a one-time payment equivalent to two (2) percent of their annual base salary. If the annual audited fiscal year core revenues is greater than 5% above the prior fiscal years core revenues then the OCEA may reopen on salary section 6.1. ¶
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If the annual audited fiscal year core revenues are 7% above the prior fiscal years core revenues then each classification shall receive a one-time payment equivalent to two (2) percent of their annual base salary. ¶
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This payment shall be limited to one (1) percent in the period dated 07/01/2013 to 06/30/2014. ¶

11.5 Out of Class Pay

- a. A member assigned to temporary duties of thirty (30) days or less in a higher job classification shall not receive the pay of the higher job classification.
- b. A member who, within the fiscal year of July 1, through June 30, accrues more than thirty (30) days of temporary duties in a higher job classification, shall receive an additional five percent (5%), but not less than the bottom step, nor more than the top step of that higher job classification, commencing with the thirty-first (31st) day of temporary duties in a fiscal year. Such time shall not accrue from one fiscal year to the next.
- c. If it is known at the time of assignment that the member will be assigned to duties in a higher job classification for thirty-one (31) days or more, the member shall immediately receive an additional five percent (5%) above the member's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

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11.6 Overtime

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Members required to work in excess of forty (40) hours per week shall receive one and one-half (1 1/2) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account for compensatory time off duty with a maximum accumulation of 160 hours. A member's decision to use CTO instead of overtime pay is irrevocable. CTO may be cashed out in March and December with the approval of the City Administrator in the case of an emergency.

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11.7 Deferred Compensation

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Effective the first payroll period in July 1989, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with National Deferred Compensation Plan with a City contribution. Effective the first payroll period in July 2001, the City shall offer regular OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with National Deferred Compensation Plan (ICMA), without a City contribution.

11.8 License and Certificates

If a certificate or a license is required for a position, the City will reimburse employees for the cost of the certificate or license. In addition, if there is a renewal charge, the City will reimburse that as well.

Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

12.1 The City agrees to continue providing OCEA "Classic Members" with the 2% at 55 formula and employees shall pay the 7% employee contribution. This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax. In addition, "Classic Members" shall have their retirement benefit calculations based off their single highest year.

12.2 Effective January 1, 2013 and upon hire, all new members to the CalPERS Retirement System shall receive the 2% at 62 retirement formula and shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off their three (3) highest years.

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

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

12.3 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

In the event the City determines that implementation of enhanced retirement benefits to members is economically feasible, the City agrees to re-open negotiations.

Section 13. MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY INSURANCE

13.1 Health Insurance

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

The City agrees to contribute the following amounts towards employee and dependent insurance, effective May 19, 2015:

	HMO	GOLD PPO	SILVER PPO
Employee Only	100%	100%	100%

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Deleted: Effective upon the pay period following ratification and adoption of this MOU, OCEA members shall pay 4% of the members PERS contribution. This payment shall be deducted in accordance with IRS code 414 (h) (2), making all such payments pre-tax.

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11.3 Effective the first pay period following 07/01/2012, members shall pay an additional 3% of the members PERS contribution for a total of 7%. Payments shall be made pre-tax. As a result of OCEA members paying 4% of their contribution to CalPERS, they are eligible for the increase in the City's contribution towards [... [1]

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Employee + 1	\$927.44	\$906.39	\$853.45
Employee + 2 or more	\$1,102.87	\$1,075.50	\$1,006.68

In addition, the City contributes \$66.40 per month towards dental insurance for the employee and their dependents.

Effective January 1, 2016, if the PPO premiums increase more than 5%, OCEA and the City will meet to discuss an increase to the City's contribution towards medical insurance.

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

13.2 Long-Term Disability

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Effective December 1, 1989 the City shall have the carrier of the Long-Term Disability Policy amend its waiting period to 90 calendar days.

13.3 State Disability Insurance (S.D.I.)

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Effective on or after April 1, 1991, and pursuant to an Employee State Disability Insurance (S.D.I.) election, OCEA members may participate in the S.D.I. Program.

a) Excluding Vacation from SDI required use of accrued leave.

Leaves of absence will require the full use of accrued sick leave, CTO and Safety Time before SDI may be taken. Vacation time will be excluded from required use.

13.4 Health Insurance Review Committee:

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

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The Committee will also study PERS, PARS, or Longevity steps for the purposes of enhancing the retirement benefit.

13.5 Approval of Future Plan Changes

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- a) When the City or OCEA members agree that future changes in the health and dental insurance plan benefits or structure are needed, they shall be approved by a majority of the employees of the City of Oroville who are covered by the plan and who vote on such changes.
- b) The Health Insurance Review Committee established in Section 12.4 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the members pursuant to Subsection 12.5 (a). The proposed changes reviewed by the Committee may be initiated by the Committee, by City bargaining units, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered members. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, if the Committee declines to recommend the City proposal to be submitted to a vote of the covered members, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered members, in which case the results of the election shall be final.

Section 14. RECOGNITION FOR LENGTH OF SERVICE

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In recognition for many years of continuous service as a City of Oroville employee, effective 2007, the City shall make an annual award to each qualifying employee in the amounts shown below.

<u>Length of Continuous Service</u>	<u>Annual Award</u>
15 through 19 years	\$150.00 per year
20 years through 24 years	\$300.00 per year
25 years through 29 years	\$500.00 per year
30 years or more\$600.00 per year

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

Section 15. COMPENSATORY TIME AND PROFESSIONAL GROWTH

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a) Compensatory Time

Compensatory time shall be granted to employees for off-duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to a maximum of 48 hours per year, with an accrual ceiling of 96 hours. Subject to the approval of the department head, elective courses are any course the employee can demonstrate is directly related to the employee's job performed and/or to increasing department activities or capabilities. Compensation will be given only for time spent in actual training or classroom setting.

Reimbursement will require successful completion by obtaining a "C" or better or a "Pass" grade for Pass/Fail courses. The employee must present documentation to this effect to the City.

b) Accrual of Professional Growth Compensatory Time

CT earned through the attendance of an elective course shall be held in a separate CT account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: Employees leaving the City may NOT cash in unused balances of CTO-T.

c) Reimbursement for Books and Tuition for Professional Growth

Subject to pre-approval by the Department Head and the City Administrator, employees will receive reimbursement for books and tuition required by a community college, college or university, or other educational institutions which is published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS, MA or MS for course(s) related to their position with the City.

Reimbursement amount shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per year, and is subject to available training funds.

15.1 Educational Incentive

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All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

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B.A. or B.S. degree \$250.00/Mo., unless a B.A. or B.S. degree is one of the qualifying characteristics of the job classification.

A.A. or AS. Degree \$125.00/Mo., unless an A.A. or A.S. degree is one of the qualifying characteristics of the job classification.

Employees that obtain 60 units after 07/01/2011 shall be eligible to receive \$125.00/mo.

Employees that obtained 60 or less units before 07/01/11 must obtain an A.A. or A.S. degree to be qualified for educational incentives.

Section 16. RANDOM DRUG AND ALCOHOL TESTING

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

Deleted: Section 15. PHYSICAL FITNESS PROGRAM
The City shall administer a physical fitness program which includes an aerobic, strength, flexibility, and endurance standards in a modified program which derives structure from the program developed by the Commission on Peace Officers Standards and Training (P.O.S.T.) and adopted by the California Highway Patrol. Participants must present an authorization to participate signed by a physician.
Members who qualify during the semi-annual testing shall be eligible for fitness incentive pay of \$15.00 per month. This program may be terminated after twelve (12) months if the City notifies the OCEA within nine (9) months of the program's inception of the City's intention to terminate the program and that the City agrees to meet and confer with the OCEA on the topic.

Section 17. VACATION POLICY

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

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

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

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

17.2 Unused Vacation

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the member shall cease to earn benefits that exceed two (2) times the individual member's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive as herein provided.

A member who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the department head and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The department head has the prerogative to assign the member time off for excess accrual.

17.3 For the purpose of this **Section 17, VACATION POLICY**, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the member actually commenced working for the City.

17.4 A member who on the most recent anniversary date has qualified for a vacation but whose employment is terminated prior to taking such vacation shall be entitled to pay in lieu thereof. The City shall not pay an amount in excess of the ceiling set forth in **Section 17, VACATION POLICY**, except as provided in Subsection 17.2.

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

17.6 Conversion of Excess Vacation Carryover Hours to Sick Leave

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

Section 18. HOLIDAYS – This section will remain the same unless all bargaining units agree to eliminate Lincoln's Birthday to receive New Year's Eve.

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18.1 The following holidays shall be observed by the City:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Lincoln's Birthday
- (4) President's Day
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Veteran's Day
- (9) Thanksgiving Day

- (10) The Day after Thanksgiving Day
- (11) Last Day before Christmas Day
- (12) Christmas Day

When a designated holiday falls on a Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on a Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.

18.2 Members shall be credited for each holiday by eight (8) hours of straight time pay.

Section 19. SICK LEAVE

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

19.2 A member may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is earned at the rate of one (1) workday for each month of service beginning the first of the calendar month following regular probationary employment.

19.3 A member returning to duty after an absence of more than two (2) consecutive work days without loss of salary on account of sickness or injury shall provide his/her immediate supervisor, for filing in the member's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.

19.4 A member whose condition is deemed to be permanent and stationary for either on/off duty injuries may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the injury be job related and rehabilitation period fail and the member return to an industrial leave status, the initial trauma shall be considered in assessing the leave period. This section shall be implemented by an individual agreement between the City and the member, and be signed off by the City's physician.

19.5 Sick leave shall not be granted to any member who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.

~~19.6~~ Members shall accumulate unused sick leave without limitation as to a maximum number of days.

Deleted: 19.6 A member, who takes a leave of absence without pay for a period in excess of thirty (30) days, shall forfeit one (1) day of sick leave benefits for each such period.

~~19.7~~ Commencing July 1, 1987, the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year in which a member in the unit works without absence other than holiday, vacation or compensatory time off. The extra vacation day shall be added to the eligible member's vacation during the first month following the six-month period in which eligibility was established.

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~~19.8~~ Subject to the same requirements of advance notice and approval, a unit member shall be granted a maximum of three (3) days leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated

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sick leave. Personal necessity includes, but is not limited to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

19.9. Effective January 1, 1993, and thereafter, a member who regularly retires from City service Deleted: 10 convert his/her accumulated sick leave to purchase medical insurance based upon the sick leave dollar value at the time of retirement.

19.10. A member shall not be required to use any sick leave for any medical and/or Deleted: 1 appointment(s) but may use accumulated vacation time or compensating time off in lieu thereof.

19.11. Notwithstanding anything to the contrary set forth above in this section, the City a Deleted: 2 amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

19.12. Except as provided in Subsections 19.10 and 19.12, a member shall not receive a Deleted: 3 payment from the City for unused sick leave upon voluntary or involuntary termination from employment.

Section 20. PERSONAL TIME OFF

Effective 07/01/2011 and on each July first during the term of this contract, all repr Deleted: ¶ employees shall be credited with 24 hours of Personal Time Off (PTO). OCEA member may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. Additionally, OCEA members may be required by their department head to take PTO to coincide with the holiday season. PTO days must be used within the fiscal year they are credited or the time will be lost.

Section 21. BEREAVEMENT LEAVE

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

Section 22. MATERNITY LEAVE

Maternity leave shall be in accordance with applicable State and/or Federal law pur Deleted: ¶ California Government Code 19991.6 as currently in effect and/or amended.

Section 23. MILITARY LEAVE

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

Section 24. APPROVED LEAVE OF ABSENCE WITHOUT PAY

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

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

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

Section 25. JURY DUTY

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

Section 26. BULLETIN BOARDS

A reasonable amount of space shall be provided on the bulletin board in the member's lounge, upon which the OCEA may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to members and OCEA affairs.

Section 27. PAYROLL DEDUCTIONS

27.1 OCEA Dues

It is agreed that the City, during the terms of this Memorandum, shall deduct from each member's paycheck OCEA dues. The authorized OCEA dues amount will be remitted in one (1) check to the OCEA. The OCEA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this section.

Section 28. DISCIPLINE

28.1 Discipline

The City may discharge or suspend from employment any member who has completed the specified probationary period for cause. Examples of conduct or performance deficiencies may warrant discipline include, but are not limited to:

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report);
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct (e.g. any behavior that brings harm or discredit to the City);
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)
- O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment;
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

Deleted: , including, but not limited to dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the member's employment or to the City.

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In the event a member feels the discharge or suspension is not for cause, the OCEA shall have the right to appeal the case through the grievance procedure.

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Probationary members may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

28.2 Removal of Disciplinary Documents and Submission of Written Rebuttals

- a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.
- b) Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands, and any and all related documents/materials, at the written request of the employee, will be removed from any and all of the employees personnel file(s) after four (4) years have elapsed. In any event, all adverse materials will be considered null and void after such four (4) year period with the following exceptions:
 - 1. If further disciplinary action concerning any misconduct occurs within four (4) years from the initial disciplinary action, then there will be no requirement to remove the adverse material. If there is no further disciplinary action

concerning any misconduct within four (4) years from the last occurrence, at the written request of the employee, all adverse materials including all related documents, and materials, will be removed from the employees file and considered null and void.

2. This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.

c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

28.3 Presumption of Delivery

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

28.4 Departmental Action Prior to Imposition of Discipline

Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against members with permanent status, the department head or person authorized by him/her shall give the member written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to a neutral department head agreed to by the City Administrator and the OCEA who shall serve as the Skelly Officer. The department head who shall be designated the Skelly Officer shall be determined on a rotating basis. The department head of the department in which the member works will be ineligible to hear the Skelly appeal.

28.5 Notice of Disciplinary Action

Whenever a disciplinary action is taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

- a) A statement of the disciplinary action taken against the member.
- b) A summary of the facts upon which the disciplinary action is based.
- c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

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

28.6 Appeals of Discipline for Permanent Members

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

Section 29. GRIEVANCE PROCEDURES

- 29.1 A grievance shall be defined as a dispute concerning the application of the City of Oroville Personnel Rules and Regulations: Rule 5, Section 5.5; Rule 11; and Rule 14, or a matter involving the interpretation of the alleged violation of any provisions of this Memorandum, other than appeals subject to the foregoing Section 27.6.
- 29.2 There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday excluding City holidays.

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

Step 2: If the grievance is not resolved in Step 1, the OCEA Representative may, within five (5) calendar days after the written reply of Step 1, request a meeting with the department head or his/her designee. Such meeting shall be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OCEA Representative may, within five (5) calendar days after the Step 2 meeting, request a meeting with the City Administrator. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days from the date of the Step 2 meeting.

Step 4: (a) If the grievance is not resolved in Step 3, Step 4 shall be referral by either the City or OCEA to arbitration. Step 4 shall be taken within twenty (20) calendar days after the date of the written reply of Step 3.

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

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

(d) Failure by either the City or the OCEA to meet any of the aforementioned time limits as set forth in Subsections 28.2(1), 28.2(2), 28.2(3), 28.2(4a), or 28.2(4b) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum, nor shall such settlements be cited by either the City or the OCEA as evidence in the settlement of subsequent grievances.

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

29.3 Time limits as set forth above may be extended by mutual agreement between the City, the member or the OCEA, but neither the City, nor the OCEA member shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of the return to work of the City Administrator. All meetings will be conducted in Oroville.

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

Section 30. PEACEFUL PERFORMANCE

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

Section 31. SAVINGS CLAUSE

It is understood that this Memorandum is subject to all applicable Federal and State Laws, City Ordinances and Regulations of the City Charter. Where there is a conflict between the City Charter, City Code and/or this Memorandum of Understanding, the City Charter shall control over the City Code and/or the Memorandum of Understanding, and the City Code shall control

over the Memorandum of Understanding. If any part or provision of this Memorandum conflict or inconsistent with the above-entitled laws or regulations, or otherwise held to be by a court of competent jurisdiction, such invalidation of such portion of the Memorandum not invalidate the remaining portions hereof, and they shall remain in full force and effect. If any event any portion of this Memorandum is in conflict with any non-negotiated policy, procedure, manual or directive, the provisions of this memorandum shall prevail.

The above section shall only apply to Laws, Ordinances, Regulations and Charter that are in place at the time of the ratification of this Memorandum. No new statutes shall impair any contract, unless otherwise required.

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

Deleted: Section 32. COMPLETION OF BARGAINING

32.1 Except for emergencies or conditions precedent as listed in Subsection 32.3 below, as provided for under California Code Section 3504.5, either party may only reopen negotiations on the following items during the term of this MOU:

a) Any other items that are mutually agreed upon by both the City and OCEA.

b) The parties agree to continue to meet and confer regarding the merging of the Public Works and Parks and Trees Department.

32.2 In the event of legislation or court mandate, either the City or the OCEA may serve notice upon the other to re-open the Memorandum. Within ten (10) calendar days of receipt of such demand, the City and OCEA will meet to negotiate concerning the impact of the following:

- 1. Imposition of Social Security upon employee.
- 2. Imposition of Medicare upon all regular employees.
- 3. Imposition of long term medical or catastrophic care.

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Deleted: Donald L. Rust, Acting City Clerk

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Deleted: Linda L. Dahlmeier, Mayor

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Section 32. NOTICE OF CHANGES, REVISIONS AND/OR NEW ITEMS

The City will provide the OCEA with ten (10) working days written notice of any changes, revisions or new items which effects any ordinance, rule, regulation, policy, procedure or resolution directly relating to matters within the scope of representation proposed to be adopted by the City Council, and shall be given the opportunity to meet and confer with the City Council prior to adoption.

Section 33. CODE OF ETHICS

Association members shall abide by the Code of Ethics attached hereto as Exhibit "C".

Section 34. TERM AND OPENING CLAUSE

This Memorandum of Understanding shall commence upon ratification and adoption and shall continue in full force and effect until 06/30/2018. This agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

With Respect to negotiable wages, hours and working conditions not covered by the current Agreement, the City of Oroville agrees to make no changes without prior agreement with the OCEA Association.

This Memorandum recommended to the City Council of the City of Oroville on May 19, 2015.

OCEA

CITY OF OROVILLE

Stephen Chioini, OCEA President

Linda L. Dahlmeier, Mayor

ATTEST:

Jerry Camous, OCEA Representative

Donald Rust, Acting City Clerk

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

- Deleted: _____
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- Deleted: Mikah Salsi, Secretary/Treasurer
- Deleted: _____

EXHIBIT

"A"

EXHIBIT "B"
CITY OF OROVILLE
Drug-Free Workplace Certification
and
Substance Abuse Policy Statement

As with any City policy, the CITY OF OROVILLE reserves the right to change, alter, amend, and interpret this policy without notice.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs. "The Drug-Free Workplace Act of 1990" (Government Code Section 8350 et seq.), requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to Federal authorities.

The CITY OF OROVILLE recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the City to have a work force that is free from the influence of alcohol and controlled substances.

A. APPLICABILITY

This policy applies to all employees and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A listing of the CITY OF OROVILLE'S employee function and/or position classifications can be found in Appendix "A" of this policy statement. An employee is considered to be performing a job function while actually performing duties related to the job function, preparing to perform such duties, on call or available for such duties as described in the job description, or immediately following the performance of such duties.

B. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

Drugs:

Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.

Alcohol

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. PROHIBITED CONDUCT

Manufacture, Trafficking, Possession, and Use

Any employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from duty and referral to an Employee Assistance Professional (EAP).

Impaired/Not Fit for Duty

Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from his/her job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to an Employee Assistance Professional (EAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No employee may report for duty or remain on duty when his/her ability to perform assigned functions are adversely affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from duty and referral to an Employee Assistance Professional (EAP).

Compliance with Testing Requirements

All employees are subject to controlled substance testing and alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Employee Assistance Professional (EAP). Refusal to submit to a test can include an inability to provide a urine specimen without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the Employee Assistance Professional (EAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the EAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the EAP but will not be shorter than one year or longer than five years.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36 month period will result in termination from employment.

Participants in the rehabilitation program may use accumulated paid time off, vacation and floating holidays, if any.

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1990 any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. PROPER APPLICATION OF THE POLICY

The City is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine controlled substance testing will be conducted as required under Department of Transportation guidelines. All employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident. In addition, all employees will be tested prior to returning to duty after failing a controlled substance test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by an Employee Assistance Professional (EAP). Employees shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The controlled substances that will be tested for include alcohol, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Any employee who has a confirmed positive controlled substance test will be removed from his/her position, informed of educational and rehabilitation program available, and evaluated by an Employee Assistance Professional (EAP).

The City affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Employees may be tested under any of the following circumstances:

Pre-Employment Testing

All applicants shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing

All employees will be subject to urine testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance while on duty. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error while on duty.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Employees will be required to undergo controlled substance testing if they are involved in an accident with any City equipment or City vehicle or personal vehicle when employee is driving for work related business that results in any damage, injury or fatality. This includes all employees who are on duty and operating the equipment or vehicle and any other employee whose performance could have contributed to the injury or accident. A post-accident test will be conducted if an accident results in injuries: (1) which requires medical treatment; (2) where one or more pieces of equipment or vehicles incurs damage that requires extensive repair or towing; or (3) when required by Workers' Compensation Guidelines.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each employee will have an equal chance of being tested each time selections are made. Employees will be tested either just before departure, or during duty, or just after the employee has ceased performing his/her duty.

Return-to-Duty Testing

All employees who previously tested positive on a controlled substance test must test negative and be evaluated and released to duty by the Employee Assistance Professional (EAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance testing following returning to duty. The duration and frequency will be determined by the EAP. However, it shall not be less than 6 tests during the first 12 months or longer than 60 months in total, following return to duty.

Employee Requested Testing

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Any employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. EMPLOYEE ASSESSMENT

Any employee who tests positive for the presence of controlled substances will be assessed by an Employee Assistance Professional (EAP). The EAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the EAP. The cost of any rehabilitation and subsequent controlled substance testing is borne by the employee and is on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Employees may use accumulated paid time off, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

H. CONTACT PERSON

Any questions regarding this policy should contact the following City representative:

Name: Liz Ehrenstrom
Title: Human Resource Analyst II
Address: 1735 Montgomery St., Oroville, CA 95965
Telephone: (530) 538-2407

J. DEFINITIONS

ACCIDENT - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury, significant property damage, or an injury as defined by Workers' Compensation Guidelines.

ALCOHOL - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL USE - means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

CHAIN OF CUSTODY - means the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

CITY - means the CITY OF OROVILLE.

CITY TIME - means any period of time in which the employee is actually performing, ready to perform, or

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immediately available to perform any job functions.

COLLECTION SITE - means a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

CONFIRMATION TEST - means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

CONTROLLED SUBSTANCE (DRUG) TEST - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.02	grams
Amphetamines	1000	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Cocaine Metabolites	300	ng/ml
Marijuana Metabolites	50	ng/ml
Methadone	300	ng/ml
Methaqualone	300	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	300	ng/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.04	grams
Amphetamines		
Amphetamine	500	ng/ml
Methamphetamine (1)	500	ng/ml
Barbiturates	200	ng/ml
Benzodiazepines	200	ng/ml
Cocaine Metabolites (2)	150	ng/ml
Marijuana Metabolite (THC) (3)	15	ng/ml
Methadone	200	ng/ml
Methaqualone	200	ng/ml
Opiates		
Morphine	2000	ng/ml
Codeine	2000	ng/ml

6-Acetylmorphine (4)	10	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	200	ng/ml

- (1) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- (2) Benzoyllecgonine
- (3) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (4) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

COVERED EMPLOYEE - means a person including a volunteer, applicant, or transferee, who performs a job function for the City.

DEPARTMENT OF TRANSPORTATION GUIDELINES - the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

DRIVER - means any person who operates a motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

DRUG (CONTROLLED SUBSTANCE) METABOLITE - means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

EMPLOYEE ASSISTANCE PROFESSIONAL (EAP) - An employee assistance professional is an individual who assists the work organization, its employees and their family members with personal and behavioral problems including, but not limited to: health, marital, family, financial, alcohol, drug, legal emotional, stress, or other personal concerns which may adversely affect employee job performance and productivity.

EMPLOYEE ASSISTANCE PROGRAM - An employee assistance program (EAP) is a worksite based program designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal concerns which may adversely affect employee job performance.

The specific core activities of EAP's include:

1. Expert consultation and training to appropriate persons in the identification and resolution of job-performance issues related to the aforementioned employee personal concerns, and confidential, appropriate and timely problem assessment services;
2. Referrals for appropriate diagnosis, treatment and assistance;
3. The formation of linkages between workplace and community resources that provide such services; and w follow-up services for employees who use those services.

EQUIPMENT - means any and all machinery, material, gear and the like in and/or around the City plants, on City premises, or on customer property and/or premises.

MEDICAL REVIEW OFFICER (MRO) - means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable

about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

POST-ACCIDENT CONTROLLED SUBSTANCE TESTING - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

PRE-EMPLOYMENT CONTROLLED SUBSTANCE TESTING -conducted before applicants are hired or after an offer to hire, but before actually performing any functions for the first time.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) - means Alcohol, Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM CONTROLLED SUBSTANCE TESTING - conducted on a random unannounced basis just before, during or just after performance of job functions.

REASONABLE SUSPICION CONTROLLED SUBSTANCE TESTING - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

REFUSE TO SUBMIT (TO A CONTROLLED SUBSTANCE TEST) - means that a employee fails to provide an adequate urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

REHABILITATION - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the EAP and participation in EAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

RETURN-TO-DUTY AND FOLLOW-UP CONTROLLED SUBSTANCE TESTING - conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive-duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the EAP recommendation.

RETURN-TO-DUTY AGREEMENT - means a document agreed to and signed by the employer, employee and the Employee Assistance Professional that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result.

SCREENING (INITIAL) TEST - means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUPERVISOR - means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

VEHICLE - means a bus, pickup truck, van, automobile or vessel used for transportation.

WORKERS' COMPENSATION GUIDELINES - means the procedures for determining the eligibility for

workers' compensation benefits as determined by Labor Code and resulting case law.

APPENDIX B1

**CITY OF OROVILLE
EMPLOYEE FUNCTION AND/OR POSITION CLASSIFICATIONS**

The CITY OF OROVILLE, as of this date has established a compelling need for the following job descriptions. The compelling need is based on clear and factual vocational assessments which strongly indicate inappropriate behavior by those employees serving in any one, or any combination of the listed jobs, may result in harm to people, the environment, public or personal property, or undesired loss of capital or goods.

Job Type:	Compelling Need:
City Administrator	Drives on City Business and makes critical independent judgment decisions
Chief of Police	Drives on City Business and makes critical independent judgment decisions
Fire Chief	Drives on City Business and makes critical independent judgment decisions
Community Services Director	Drives on City Business and makes critical independent judgment decisions
Director of Parks and Trees	Drives on City Business and makes critical independent judgment decisions
Director of Finance	Drives on City Business and makes critical independent judgment decisions
Business Assis./Housing Deve. Director	Drives on City Business and makes critical independent judgment decisions

Job Type:	Compelling Need:
Deputy Fire Chief	Drives on City Business and makes critical independent judgment decisions
Police Lieutenant	Drives on City Business and makes critical independent judgment decisions
Project Manager/Sr. Civil Engineer	Drives on City Business and makes critical independent judgment decisions
Planning Manager	Drives on City Business and makes critical independent judgment decisions
Building Official/Fire Marshall	Drives on City Business and makes critical independent judgment decisions
Battalion Chief	Drives on City Business and makes critical independent judgment decisions
Management Analyst III	Drives on City Business and makes critical independent judgment decisions
Accounting Manager	Drives on City Business and makes critical independent judgment decisions
Public Works & Parks Oper. Manager	Drives on City Business and makes critical independent judgment decisions

Human Resource Manager	Drives on City Business and makes critical independent judgment decisions
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Job Type:	Compelling Need:
Assistant Civil Engineer	May Drive on City Business.
Traffic Signal Technician/Electrician	May Drive on City Business.
Building/Fire Inspector	May Drive on City Business.
Housing Development & Building Maintenance Supervisor	May Drive on City Business.
Associate Planner	May Drive on City Business.
Redevelopment Agency Coordinator	May Drive on City Business.
Administrative/Program Analyst II	May Drive on City Business.
GIS Specialist	May Drive on City Business.
Engineering Assistant	May Drive on City Business.
Code Enforcement Specialist	May Drive on City Business.
Engineering Technician	May Drive on City Business.
Program Analyst I	May Drive on City Business.
Counter Technician	May Drive on City Business.
Assistant Planner	May Drive on City Business.
Cultural Facilities Curator	May Drive on City Business.
Technical Director/Facilities Operator	May Drive on City Business.
Accounting Technician	May Drive on City Business.
Administrative Assistant	May Drive on City Business.
Staff Assistant	May Drive on City Business.
Office/Field Aid	May Drive on City Business.
Cement Finisher	May Drive on City Business.

Job Type:	Compelling Need:
Police Sergeant	Drives on City Business and makes critical independent judgment decisions
Police Detective	Drives on City Business and makes critical independent judgment decisions
Police Officer	Drives on City Business and makes critical independent judgment decisions
Code Enforcement Specialist	Drives on City Business and makes critical independent judgment decisions
Dispatcher Supervisor	Makes critical independent judgment decisions
Police Administrative Assistant	Maintain a Drug-Free Workplace
Dispatcher	Makes critical independent judgment decisions
Community Services Officer	Drives on City Business and makes critical independent judgment decisions
Police Records Technician	Maintain a Drug-Free Workplace

Job Type:	Compelling Need:
Fire Captain	Drives on City Business and makes critical independent judgment decisions
Fire Engineer	Drives on City Business and makes critical independent judgment decisions
Fire Fighter	Drives on City Business and makes critical independent judgment decisions

**PROCEDURES
for
CITY OF OROVILLE**

A. PROCEDURES - REASONABLE SUSPICION TESTING

1. An employee who may possibly be under the influence of alcohol and/or controlled substance observed by a supervisor. Deleted: 1.

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Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the employee's signs and symptoms.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the employee being tested from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the collection site.
6. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

B. PROCEDURES - RANDOM TESTING

1. The Compliance Company notifies the supervisor to send the employee to the collection site for controlled substance testing.
2. The supervisor notifies the employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.

3. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

C. PROCEDURES - POST ACCIDENT

1. The employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test. Thereafter, the supervisor directs the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. An Administrator will be notified that an accident has occurred and that the employee was instructed to go to the collection site.
5. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

D. PROCEDURES -RETURN-TO-DUTY and FOLLOW-UP

1. The Compliance Company notifies the City to send the employee to the collection site for controlled substance testing.
2. The supervisor notifies the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample
4. The employee whose confirmation test result is verified positive will be terminated.

E. PROCEDURES - CHAIN OF CUSTODY-CONTROLLED SUBSTANCE SPECIMENS

1. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
2. Urine will be in a tamper-resistant urine specimen container which will remain in full view of the employee until sealed and initialed.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

F. PROCEDURES-SPECIMEN COLLECTION OF STRANGE AND/OR RECOGNIZABLE SUBSTANCES

1. An employee is observed with a strange and/or unrecognizable substance.
2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
3. An incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

EXHIBIT “C”

Code of Ethics

Responsibility

I understand that the community expects me to serve with dignity and respect, as well as be an agent of the democratic process.

I avoid actions that might cause the public to question my independent judgment.

I do not use my office or the resources of the city for personal or political gain.

I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its citizens.

Fairness

I promote consistency, equity and non-discrimination in public agency decision-making.

I make decisions based on the merits of an issue, including research and facts.

I encourage diverse public engagement in our decision-making processes and support the public's right to know.

Respect

I treat my fellow city officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

Honesty

I am honest with all elected officials, staff, commission members, boards, the public and others.

I am prepared to make decisions when necessary for the public's best interest, whether those decisions are popular or not.

I take responsibility for my actions, even when it is uncomfortable to do so.

11.3 Effective the first pay period following 07/01/2012, members shall pay an additional 3% of the members PERS contribution for a total of 7%. Payments shall be made pre-tax. As a result of OCEA members paying 4% of their contribution to CalPERS, they are eligible for the increase in the City's contribution towards health insurance effective September 1, 2011.

pay \$754.00 per month, per employee towards health and dental insurance premiums for 07-08 and \$779.00 per month per employee towards health and dental insurance premiums for 08-09. In the event any other City employee group(s) EXCEPT Mid-Managers for the period of 7/1/07 to 6/30/09 only receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OCEA members to that amount.

Section 32. COMPLETION OF BARGAINING

32.1 Except for emergencies or conditions precedent as listed in Subsection 32.3 below, as provided for under California Code Section 3504.5, either party may only reopen negotiations on the following items during the term of this MOU:

a) Any other items that are mutually agreed upon by both the City and OCEA.

b) The parties agree to continue to meet and confer regarding the merging of the Public Works and Parks and Trees Department.

32.2 In the event of legislation or court mandate, either the City or the OCEA may serve notice upon the other to re-open the Memorandum. Within ten (10) calendar days of receipt of such demand, the City and OCEA will meet to negotiate concerning the impact of the following:

1. Imposition of Social Security upon employee.
2. Imposition of Medicare upon all regular employees.
3. Imposition of long term medical or catastrophic care.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT;
AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT
DEPARTMENT**

**RE: AMENDMENT OF SUPPLEMENTAL PROGRAMS AND PROJECTS
RELATING TO THE STATE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM**

DATE: MAY 19, 2015

SUMMARY

The Council may conduct a Public Hearing to consider approval of supplemental programs and projects to be amended into the 12-CDBG-8405 and 14-CDBG-9893 grant administered under the State Community Development Block Grant Program (CDBG).

DISCUSSION

The State Community Development Block Grant (CDBG) Program implemented new rules concerning Program Income that became effective July 1, 2014. As of that date, all Program Income on hand must be spent prior to any CDBG grant reimbursement requests. On August 19, 2014, the Council adopted a new Program Income Reuse Agreement that explains and commits the City to the new Program Income use procedures and available alternatives for expending Program Income. On November 18, 2014, the Council gave direction to staff stipulating that the current and future Program Income should be spent on "Supplemental Activities" that are to be added to the CDBG grants. At that time, the Council reviewed and ranked several proposed Supplemental Activities to be amended into the City's open 2012 CDBG Grant No. 12-CDBG-8405 and 2014 CDBG Grant No. 14-CDBG-9893. Specifically, the Council recommended the following Supplemental Activities for both grants, in the order provided below:

Grant No. 12-CDBG-8405:

1. CHINESE TEMPLE MUSEUM REPAIRS (\$635,231)

A total of \$232,231 which included \$12,600 for Administration was previously approved through a Program Income Waiver. The additional \$400,000 was added during the Supplemental Activity process.

Grant No. 14-CDBG-9893:

1. COMMUNITY CODE ENFORCEMENT (\$767,124)

A total of \$531,086 was previously approved through a PI waiver. An additional amount of \$236,038 was added during the Supplemental Activity process.

2. ECONOMIC DEVELOPMENT SMALL BUSINESS LOANS (\$300,000)

3. MYERS STREET IMPROVEMENTS-RULE 20A (\$300,000)

4. ADA SIDEWALK IMPROVEMENTS (\$680,000)

5. MUNICIPAL AUDITORIUM-REMOVAL OF ARCHITECTURAL BARRIERS (\$1,500,000)

6. CATALYST DOMESTIC VIOLENCE (\$464,500)

7. YMCA OF SUPERIOR CALIFORNIA (\$255,000)

8. HEWITT PARK IMPROVEMENTS (and/or other residential parks) (\$500,000)

This project was added after the November 18, 2014 Public Hearing at the recommendation of staff from CDBG as a way to have an additional eligible project on hand in order to expend program income funds.

The rule change affects all CDBG funds requests submitted after July 1, 2014, even if reimbursements are requested for amounts expended prior to July 1, 2014. The rule change has already impacted the City's 2012 grant, which funds a variety of activities. To date approximately \$648,061 has been spent on activities under the City's 2012 Grant and Program Income that were allocated to the 2012 CDBG Grant. The approximate CDBG Program Income balance as of June 30, 2014 is \$1,915,952.

There is no requirement that the Supplemental Activity must be completed. However, if any CDBG funds are used to fund any activity, the activity must be completed within the grant term or the CDBG funds must be returned to CDBG. Before any activity can commence, Special Conditions specific to each activity must be cleared with CDBG, and the City must enter into a sub-recipient agreement with each public service entity.

FISCAL IMPACT

There is no impact to the General Fund.

Approval of the Supplemental Activities will result in a positive fiscal impact on the City as it allows the City to expend Program Income on important community activities that might otherwise remain unfunded due to lack of resources. If the Supplemental Activities are not approved, the City will be required to return awarded but unexpended grant funds to the state. This could directly affect the City's ability to compete for future grants.

RECOMMENDATION

Adopt Resolution No. 8364 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 12-CDBG-8405 AND NO. 14-CDBG-9893 STATE STANDARD AGREEMENTS TO INCLUDE SUPPLEMENTAL ACTIVITIES.

ATTACHMENT(S)

Resolution No. 8364

**CITY OF OROVILLE
RESOLUTION NO. 8364**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE
AMENDMENT OF THE 12-CDBG-8405 AND 14-CDBG-9893 STATE
STANDARD AGREEMENTS TO INCLUDE SUPPLEMENTAL ACTIVITIES**

Whereas, the State of California Department of Housing and Community Development (HCD), Division of Financial Assistance, issued new rules for the management and use of Community Development Block Grant (CDBG) locally held Program Income (PI); and

Whereas, the new PI rules include a process for amending open grants with "supplemental activities" to allow jurisdictions to access PI to fund programs and projects; and

Whereas, City wished to amend its 2012-CDBG-8405 and 2014-CDBG-9893 grants to include supplemental projects and programs; and

Whereas, City held a public "design phase" public hearing on November 18, 2014, to receive ideas and suggestions on potential projects for CDBG program funding and provide direction to staff to determine which projects should be included as supplemental activities to the 2012 and 2014 grants; and

Whereas, City Council has determined that federal citizen participation requirements were met during the development of these applications through the Public Hearing before City Council, November 18, 2014; and

NOW, BE IT HEREBY RESOLVED by the Oroville City Council does hereby approve the addition of Supplemental Activities to the 2012-CDBG-8405 and 2014-CDBG-9893 grants as follows:

1. Attach existing Chinese Temple Museum Program Income Waiver to the 2012-CDBG-8405 grant and increase the amount by \$400,000 for a total of \$635,231 including activity delivery; and
2. Attach existing Code Enforcement Program Income Waiver to the 2014-CDBG-9893 grant and increase the amount by \$236,038 for a total amount of \$767,124 including activity delivery; and
3. Business Assistance loans to be attached to the 2014-CDBG-9893 grant in the amount of \$300,000 including activity delivery; and
4. City of Oroville Sidewalk Improvements to be attached to the 2014-CDBG-9893 grant in the amount of \$680,000 including activity delivery; and
5. Myers Street Improvements (Rule 20A) to be attached to the 2014-CDBG-9893 grant in the amount of \$300,000 including activity delivery; and

6. Removal of Architectural Barriers of the Municipal Auditorium to be attached to 2014-CDBG-9893 in the amount of \$1,500,000 including activity delivery; and
7. Public Service program with the YMCA of Superior California to be attached to the 14-CDBG-9893 grant in the amount of \$255,000; and
8. Public Service program with Catalyst Domestic Violence to be attached to the 14-CDBG-9893 grant in the amount of \$464,500.
9. Public Facility park improvement at Hewitt park and/or another park in the amount of \$500,000.
10. The Oroville City Council hereby authorizes the City Administrator, Acting City Administrator and/or Mayor to execute documents related to the Community Development Block Grant (CDBG) Program.
11. The Oroville City Council hereby authorized the City Administrator, Acting City Administrator and/or designees and/or the Management Analyst III to execute Environmental Certifications and all other documents required by the Department of by Housing and Urban Development (HUD) for participation in the CDBG program; the City Council further authorizes the Finance Director and/or the City Administrator, Acting City Administrator and /or designee to execute Funds Requests, Quarterly Performance Reports, Bi-annual Performance Reports and amendments thereto.
12. 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 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;
AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT
DEPARTMENT**

**RE: RE-INSTATEMENT OF THE ADMINISTRATIVE ASSISTANT
POSITION**

DATE: MAY 19, 2015

SUMMARY

The Council may consider the re-instatement of the Administrative Assistant position in the Department of Business Assistance and Housing Development.

DISCUSSION

During the Fiscal Year 2013/14 budget process, key positions in the Business Assistance and Housing Development Department were frozen, such as the Program Analyst I and the Administrative/Program Analyst II. In March of 2014, one of the two Administrative Assistants transferred to the City Administration Department. At the June 3, 2014 Council meeting, the remaining Administrative Assistant was promoted to one of the previously frozen positions of Program Analyst I. Since that time the Director of Business Assistance and Housing Development retired and the Department has been operating with bare minimum staffing. As the Community Development Block Grant (CDBG) Program Income projects commence and oversight of funding entities increase, current staffing levels are not sufficient. Staff is requesting that the Staff/Administrative Assistant positions be reinstated.

All positions in the Business Assistance and Housing Development Department are funded from federal and/or State CalHOME grants, federal CDBG Program Income, and City of Oroville Successor Agency (former Redevelopment Agency Housing Set-Aside) funds.

FISCAL IMPACT

Staff/Administrative Assistant Position

- Salary Range: Step "A" \$35,156.38

- Benefits: Estimated Average \$24,072.87

There is no General Fund impact.

RECOMMENDATIONS

1. Approve the Re-instatement of the Administrative Assistant position at Step "A".
2. Approve inclusion of the Administrative Assistant position in the fiscal year 2015/16 budget.

ATTACHMENTS

Job Description

Amendment to the MOU between the City of Oroville and OCEA

This Amendment to the Agreement is recommended to the City Council of the City of Oroville on October 4, 2011.

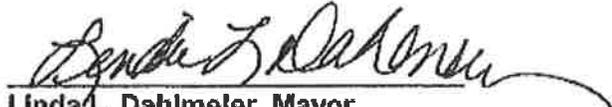
OCEA


Jesse Smith, OCEA President


Mark Salvo, OCEA Representative


Mikah Salsi, Secretary/Treasurer

CITY OF OROVILLE


Linda L. Dahlmeler, Mayor

ATTEST:


G. Harold Duffey, City Clerk

APPROVED AS TO FORM:


Scott E. Huber, City Attorney

OCTOBER 4, 2011

**OROVILLE CITY COUNCIL
RESOLUTION NO. 7818**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION ADDING FLEX POSITIONS

(Agreement No. 1432-10)

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

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 4, 2011, by the following vote:

AYES: Council Members Andoe, Bunker, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: Council Members Berry, Pittman



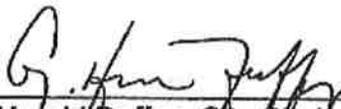
Linda L. Dahlmeyer, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



G. Harold Duffey, City Clerk

CITY OF OROVILLE

ADMINISTRATIVE ASSISTANT

DEFINITION

To perform a variety of routine to complex clerical, technical and administrative support activities in the department to which assigned; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from departmental management.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Performs advanced, varied and responsible office support duties to assist in the coordination, processing and completion of routine and/or confidential administrative operations within assigned department.

Evaluates office procedures and makes recommendations for modifications as necessary to maintain efficient and effective office operations.

Assists in developing and implementing office objectives, policies, procedures and work standards.

Attends meetings as required; prepares and distributes meeting agendas and minutes.

Researches and compiles information from a variety of sources for the completion of forms or preparation of reports.

Processes various forms, applications, permits or other documents requiring in-depth, sub-professional knowledge of the department's functions; creates forms to facilitate work as needed.

Types documents from drafts, notes, dictated tapes or brief instructions, which may include various memos, notices, correspondence and other external communications, statistical and narrative reports, records, forms, manuals, contracts, specifications, proposals, official documents, legal documents, etc.; may compose routine correspondence and reports.

Edits, proofreads and checks typed and other materials for accuracy, completeness and compliance with departmental policies and procedures.

Establishes, organizes and maintains department filing systems.

Enters and retrieves computer data; generates computer reports and/or spreadsheets.

Schedules and maintains appointments, meetings, work activities and other functions as required.

Makes meeting, conference and travel arrangements as requested for department staff.

May provide assistance with personnel functions of the assigned department, including maintaining employee records and processing personnel paperwork.

Orders, stores and issues department supplies and materials; may prepare bid documents.

May perform various bookkeeping tasks, which may include but are not limited to calculating monies due, collecting and receipting monies, processing requisitions, processing reimbursements, processing payroll, posting financial data, preparing bank deposits, maintaining and balancing accounts, transferring funds, etc.

Answers the telephone and provides information and assistance to callers or forwards calls to appropriate staff person; takes messages as necessary; greets and assists office visitors.

Performs routine clerical support work as required, which may include but is not limited to copying and distributing documents, filing / retrieving files, processing mail, sending and receiving faxes, collating documents, maintaining lists and logs, etc.

Provides information and assistance to other City staff, other agency personnel and the public, requiring the use of judgment and the interpretation of policies, procedures or rules; assists in coordinating office activities with those of other departments and agencies as necessary.

Provides professional, courteous customer service at all times.

Operates a variety of standard office equipment, which may include computers, printers, typewriter, copier, adding machine, fax machine, paper shredder, telephone, dictaphone, two-way radio, postage machine, etc.

Attends various meetings and training as required or appropriate.

Coordinates, monitors and expedites the completion of special projects, assignments and activities.

May provide technical assistance to co-workers in the use of department computer equipment and systems.

MINIMUM QUALIFICATIONS

Knowledge of:

Modern office practices and technology, including the use of computers for word and data processing.

Methods of letter writing, record-keeping and report preparation.

Filing systems and methods.

English usage, spelling, grammar and punctuation.

Basic business arithmetic, budgeting and bookkeeping methods.

Ability to:

Read, learn, understand and apply pertinent federal, state and local laws, rules and regulations.

Perform detailed clerical and administrative work accurately.

Learn specialized processes, procedures and office support tasks related to the department to which assigned.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction.

Use initiative and sound, independent judgment within established guidelines.

Perform work effectively despite frequent interruptions and the pressure of deadlines.

Understand and follow oral and written instructions.

Establish and maintain accurate records and files.

Maintain confidentiality as required.

Type and transcribe dictation at accurate speeds necessary for successful job performance.

Learn and use a variety of computer software programs, including word processing, data processing and accounting programs.

Safely operate basic office equipment.

Communicate clearly and concisely, both orally and in writing.
Prepare clear and concise reports.

Perform mathematical computations with accuracy.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience:

Two years of increasingly responsible clerical experience.

Education:

Graduation from high school or GED equivalent.

Additional Requirements:

Possession of a valid California Class "C" driver's license.

Proficiency in the use of word processing software in common use in local government, such as Corel WordPerfect and Microsoft Word.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment. Tasks may involve extended periods of time at a keyboard or workstation.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; use hands to finger, handle or feel objects, tools or controls; lift and/or move objects and materials of up to 25 pounds in weight. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

**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: OPENING OF ESCROW FOR TABLE MOUNTAIN BOULEVARD
ROUNABOUT PROJECT**

DATE: MAY 19, 2015

SUMMARY

The Council may consider 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.

DISCUSSION

The Table Mountain Boulevard Roundabout Project (Project) requires the purchase of property for additional right-of-way (ROW). Two small pieces of property tied to existing parcels were identified at the northeast and northwest corners of the intersection. Both properties have been appraised and offers to purchase were submitted to the owners by the City's ROW agent, Bender Rosenthal. The purchase of the property on the northwest corner from Greyhawk Investors is completed as escrow was closed on October 7, 2014.

The property on the northeast corner, owned by Start Highlands of Oroville, has yet to close escrow as the purchase requires approval from two of the property lenders. As a condition to the City to receive a ROW clearance and construction funding from Caltrans, the purchase funds have to be placed in escrow and be "made available" to Star Highlands. Star Highlands previously issued a Right of Entry to the City which requires the payment of interest on the purchase price from January 21, 2014 to the closing date. An escrow account has been established by Fidelity National Title, Sacramento, CA. The funds necessary to close escrow are summarized below:

Appraised purchase price =	\$11,500
Escrow and title charges =	\$775
Survey required by US Bank =	\$4,050
Legal review by US Bank =	\$3,500
TOTAL FUNDS TO ESCROW =	\$19,825

CC-13

Star Highlands previously issued a Right of Entry to the City which requires the payment of interest on the purchase price from January 21, 2014 to the closing date. The interest charges through June 30, 2015, estimated at \$860, cannot be paid out of escrow and are to be paid by the City to Star Highlands after the close of escrow. All of the property purchase costs, including those required by Star Highlands' lender US Bank, are eligible for federal reimbursement through the Project Congestion Mitigation Air Quality Grant. Deducting the cost for the Greyhawk property, there is currently \$29,291 in available reimbursable grant ROW funds to cover the \$19,825 required to fund the Star Highlands property purchase escrow.

FISCAL IMPACT

No impact to the General Fund. Project is grant funded and escrow will be established from Capital Projects: Fund 307-8195-9601.

RECOMMENDATIONS

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.

If the Council vote fails to approve this item, the required ROW purchase will not be able to be completed, which will terminate the Project. As a consequence, the City would be required to reimburse the \$210,134 in grant funds received to date to Caltrans and the Federal Highway Administration.

ATTACHMENTS

Escrow Closing Statement



Fidelity National Title Company

8950 Cal Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826
916 364-4070 • FAX 916 364-4093

DATE: April 15, 2015
ESCROW NO.: 12-5013365-PA
LOCATE NO.: CAFNT0934-0934-0010-0005013365
ESCROW OFFICER: Paul Avila

TIME: 8:09 AM

CLOSING DATE:

BUYER ESTIMATED CLOSING STATEMENT

SELLER: Star Highlands of Oroville, LP
BUYER: City of Oroville
PROPERTY: 031-052-027, Oroville, CA 95965

	\$ DEBITS	\$ CREDITS
FINANCIAL:		
Total Consideration	11,500.00	
TITLE CHARGES:		
Prelim/Report Fee		400.00
01-O-CLTA Standard - 1990 for \$11,500.00	400.00	
ESCROW CHARGES:		
Escrow Fee to Fidelity National Title	775.00	
MISCELLANEOUS:		
U.S. Bank, National Association for Lender Review Fee	3,500.00	
U.S. Bank National Association for Revision of ALTA Survey	4,050.00	
<hr/>		
ESTIMATED BALANCE DUE ESCROW		\$19,825.00
ESTIMATED TOTALS	\$20,225.00	\$20,225.00

**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: PURCHASE OF TRAFFIC MANAGEMENT SOFTWARE, EQUIPMENT
AND HARDWARE**

DATE: MAY 19, 2015

SUMMARY

The Council may consider the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc. (McCain), in the amount of \$112,841.

DISCUSSION

The City received a federal Congestion Mitigation Air Quality (CMAQ) grant from Caltrans for the purchase of and installation of traffic synchronization software and traffic equipment and hardware at the following four intersections:

- Mitchell Avenue and Washington Street
- Mitchell Avenue and Myers Street
- Mitchell and Lincoln Street
- Oro Dam Boulevard and Bridge/Oro Quincy

The synchronization portion of the project involves the installation of a traffic management system computer program (software) called QuicNet Pro developed and provided by McCain. Because McCain is the only company that sells traffic management software for a low number of intersections (maximum of 25 intersections), the City was given authorization to purchase the QuicNet Pro software from McCain without competitive bidding (not including traffic equipment and hardware). The software will allow the City to monitor traffic conditions and perform signal control adjustments from the central computer at City Hall. The QuickNet Pro software is also capable of communication with Caltrans traffic management software in the future should the need arise.

The traffic equipment and hardware portion of the grant includes the purchase and installation of the following equipment at the four intersections:

CC-14

- Traffic control cabinet (Mitchell/Myers Only)
- Traffic controllers
- ADA Compliant Pedestrian Push Button Stations
- ADA Compliant LED Pedestrian Signals
- LED Street Name Signs

For the traffic equipment and hardware, Staff issued a Request for Bids on February 11, 2015 with bids due on March 11, 2015. Two bids were received by the bid closing date, with the bid results summarized below.

BID SUMMARY TRAFFIC EQUIPMENT AND HARDWARE	
Bidder Name	Total Bid
McCain, Inc.	\$83,141
Cal Signal Corp	\$103,108
Western Pacific Signal	No Bid
CT West	No Bid

The low bidder for the traffic equipment and hardware is McCain. For the QuickNet Pro traffic management software, as discussed above, the City is authorized to purchase this product from McCain without competitive bidding. A purchase quotation from McCain in the amount of \$29,700 is attached. These costs include sales tax and shipping.

All of the equipment will be installed by the City Electrician with support from public works crews. The CMAQ grant provides for the reimbursement of City labor for the installation of the equipment, which is budgeted at \$15,000.

FISCAL IMPACT

The total cost of \$29,700 for the QuickNet Pro software and the \$83,141 for the traffic equipment and hardware is 100% reimbursable for the CMAQ grant.

RECOMMENDATIONS

Authorize the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc. in the amount of \$112,841.

ATTACHMENTS

McCain Bid Schedule – Traffic Equipment and Hardware

McCain Purchase Quotation – QuickNet Pro Traffic Management Software



QUOTE

May 8, 2015

From: Ray Laigo
McCain Inc.
2365 Oak Ridge Way
Vista, CA 92081

Attn: Rick Walls
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Reference: Quote #RL042915 - Oroville, CA - QuicNet Pro 2.0 Traffic System

McCain is pleased to provide this quotation on the following item(s):

Item	Qty	Unit	Description	Unit Cost	Ext. Cost
1	1	Lump	QuicNet Pro 2.0 Traffic Management System*	\$25,000.00	\$25,000.00
2	1	Lump	Installation, configuration, and testing**	\$3,100.00	\$3,100.00
3	1	Day	QuicNet Pro 2.0 Training (onsite)	\$1,600.00	\$1,600.00
Total					\$29,700.00

* The agency is providing their own traffic server. Per the agency, communications will be ethernet back to the traffic server and thus a DIGI is not required.

** This does not include installation of field or server communications equipment or testing of field wiring or communications devices.

Notes:

1. All prices are in US Dollars. All payments to be made in US Dollars
2. Purchase orders are required to be broken out by line item
3. Prices firm for 30 days. Add sales tax if applicable.
4. 50% of total price is due prior to the start of the project.
5. Sale is subject to McCain's standard terms and conditions

All products purchased under this agreement are available via electronic download only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from this agreement.

Quotation prepared by:

Ray Laigo
ITS Project Manager
McCain, Inc.

cc: Christine Jersey, Chief Operations Officer, McCain Inc.
cc: Saad Abbas, Director of Accounting, McCain Inc.
cc: Ashley Craft, Project Accountant, McCain Inc.

The information contained in this document is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

**OROVILLE TRAFFIC SYNCHRONIZATION PROJECT - 2015
 BID SCHEDULE**

By signing this Bid Form, Bidder agrees to provide all of the equipment described in this bid form and the equipment specifications for the amounts shown in the "Bid Amount" column.

McCain, Inc., 2365 Oak Ridge Wy., Vista, Ca. 92081 (760) 727-8100
 Bidder Company Name, Address and Phone Number

Diane Hawkins, DIANE HAWKINS 2/19/15
 Bidder Signature, Printed Name and Date

BID ITEM	ITEM DESCRIPTION	QUANTITY	BID UNIT	UNIT PRICE	BID AMOUNT
1	Traffic Control Cabinet	1	EA	\$ 6,130 ⁰⁰	\$ 6,130 ⁰⁰
2	Meter Service Pedestal	1	EA	\$ 1,932 ⁰⁰	\$ 1,932 ⁰⁰
3	Traffic Controller	4	EA	\$ 2,778 ⁰⁰	\$ 11,112 ⁰⁰
4	Conflict Monitors and Red Monitor Boards	4	EA	\$ 609 ⁰⁰	\$ 2,436 ⁰⁰
5	Ped Push Button Station	32	EA	\$ 591 ⁰⁰	\$ 18,912 ⁰⁰
6	LED Mounted Ped Signal	32	EA	\$ 161 ⁰⁰	\$ 5,152 ⁰⁰
7	Central Control Unit	4	EA	\$ 3,067 ⁰⁰	\$ 12,268 ⁰⁰
8	Wireless Configurator	1	EA	\$ 452 ⁰⁰	\$ 452 ⁰⁰
9	LED Street Name Signs - 6' X 18"	12	EA	\$ 1,322 ⁰⁰	\$ 15,864 ⁰⁰
10	LED Street Name Signs - 8' X 18"	2	EA	\$ 1,541 ⁰⁰	\$ 3,082 ⁰⁰
TOTAL BID					\$ 77,340 ⁰⁰
11	Sales Tax at 7.5% Bid Items 1 - 10				\$ 5,800 ⁵⁰
12	Estimated Shipping - Bid Items 1 - 10				\$ 0

Notes:

- Bidders are required to enter total tax at 7.5% in Item 11
- Bidder are required to provide an estimate of the shipping cost for all materials. Assume all material to be shipped at the same time.
- Purchasing contract award will be based on the Total Bid amount.

**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: LICENSE AGREEMENT WITH RODNEY LAHMANN

DATE: MAY 19, 2015

SUMMARY

The Council may consider a License Agreement with Rodney Lahmann for property located at Assessors Parcel Number 033-350-039.

DISCUSSION

Sometime in 1989, Mr. Lahmann installed a driveway culvert on the back side of his property to provide vehicular access to Highlands Boulevard. The culvert conveys storm water flow from the north fork of Dry Creek beneath the completed driveway, and resides on City property that parallels Highland Boulevard and abuts Mr. Lahmann's property. A map depicting these features is attached to this staff report. The City has no record of an encroachment permit, grant of easement or a maintenance agreement issued for the project.

Recently, Mr. Lahmann lodged a complaint with the City that the streambed downstream of his culvert has eroded, resulting in the ponding of water. Staff has reviewed a calculation sheet for the sizing of this culvert prepared by a professional civil engineer, and approved by the City, requiring a 42-inch diameter to be installed. Instead, the culvert installed is 36" in diameter, and is undersized for the design flow of 125 cubic feet per second. The undersizing of the culvert serves to accelerate the stormwater flow leaving the culvert during high flow events, which would contribute to streambed scouring.

The original installation included a concrete spillway at the downstream side of the culvert. Mr. Lahmann, and a neighbor to Mr. Lahmann, both claim that City public works crews removed the concrete spillway an unknown number of years ago, although this claim cannot be confirmed through staff historical knowledge. Staff has decided that the best remedy is for the public works crews to replace the spillway at a material cost that will not exceed \$800.

CC-15

As a condition to completing the streambed repair, staff recommends the Mr. Lahmann be required to execute a License Agreement with the City that stipulates that all future maintenance shall be the responsibility of the property owner at APN 033-350-028. This agreement will be recorded against the property and will run with the land in perpetuity.

FISCAL IMPACT

The fiscal impact associated with this project is the \$800 for the materials to replace the culvert spillway and labor costs of the Public Works crew.

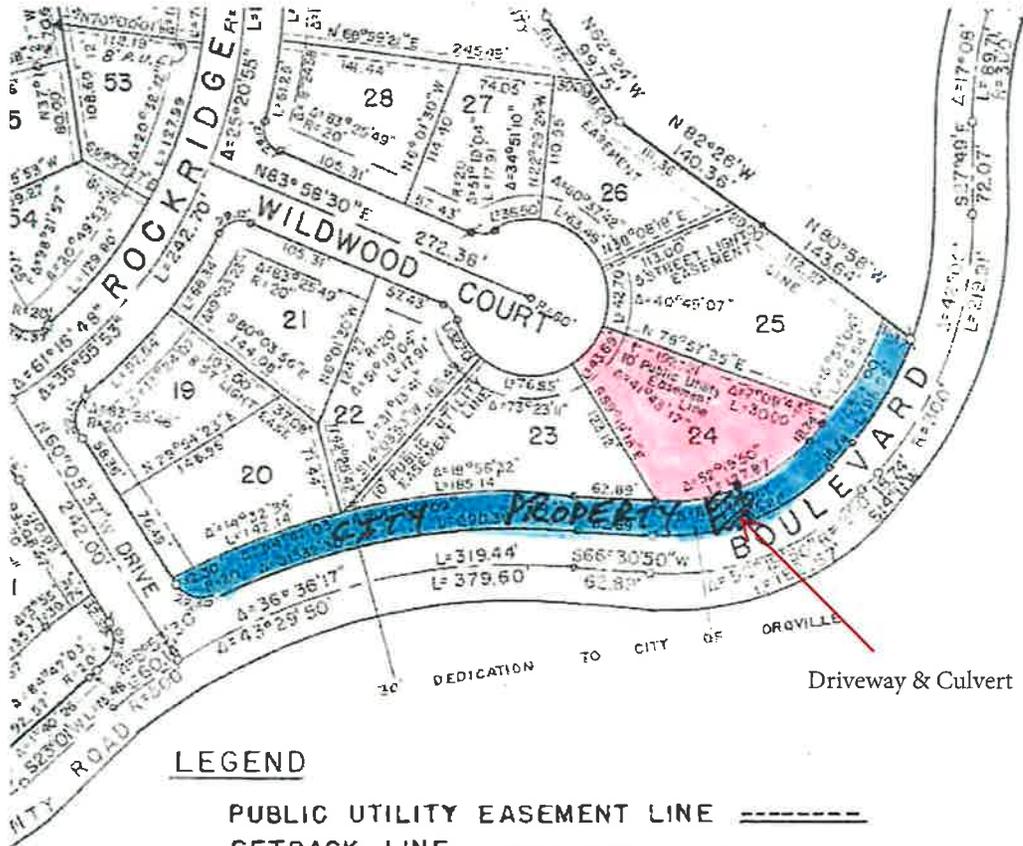
RECOMMENDATIONS

Adopt Resolution No. 8365 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH RODNEY LAHMANN FOR THE DRIVEWAY CULVERT LOCATED ON CITY OWNED PROPERTY KNOWN AS ASSESSORS PARCEL NO. 033-350-039 – (Agreement No. 3124).

ATTACHMENTS

Project Map
Resolution No. 8365
Agreement No. 3124

PROJECT MAP - LAHMANN DRIVEWAY CULVERT LICENSE AGREEMENT



LEGEND

- PUBLIC UTILITY EASEMENT LINE
- SETBACK LINE
- TAG SET IN CONCRETE MONUMENT MARKED R.E. 7294 x
- ANCHORAGE EASEMENT (4'X 20')

1" IRON PIPE MONUMENTS ARE LOCATED ON ALL CORNERS.
ALL SETBACKS ARE 20' FEET FROM PROPERTY LINE

TOTAL ACREAGE IN SUBDIVISION _____ 2
TOTAL ACREAGE IN STREETS _____
NET ACREAGE IN LOTS _____ 1
ACREAGE IN DEDICATION TO CITY _____

CANYON HIGHLANDS OAKS SUBDIVISION UNIT NO. C

PORTIONS OF LOTS 10, 12, 15, 16 AND 17 OF THE F
VALLEY TRACT SEC. 9, T19N, R4E, M.D.B. &

BUTTE COUNTY, CALIFORNIA
MARCH 1956 SCALE 1"=100'

OWNER & SUBDIVIDER
SUNBEAM CONSTRUCTION CO.

WALTER B. GRIMES
REGISTERED CIVIL ENGINEER NO 7294

**CITY OF OROVILLE
RESOLUTION NO. 8365**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH RODNEY LAHMANN FOR THE DRIVEWAY CULVERT LOCATED ON CITY OWNED PROPERTY KNOWN AS ASSESSORS PARCEL NUMBER 033-350-039

(Agreement No. 3124)

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

1. The Mayor is hereby authorized and directed to execute a License Agreement with Rodney Lahmann for the driveway culvert located on City owned property known as Assessors Parcel Number 033-350-039. A copy of the License 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 an adjourned meeting on May 19, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

LICENSE AGREEMENT FOR THE USE OF CITY OWNED PROPERTY

This Agreement is made this 19th day of May, 2015, between the City of Oroville, hereafter referred to as "City" and Rodney Lahmann, hereafter called the "Licensee".

1. The City grants permission to the Licensee to use the property of the City hereafter described upon the conditions and agreements hereafter set forth.
2. The description of the premises of the City permitted to be used is described on Exhibit "A" attached hereto and incorporated hereat.
3. The premises shall be used for an existing 36-inch diameter culvert and driveway from Highlands Boulevard to the rear property line of Assessors Parcel Number 033-350-039, Oroville, California for the ingress and egress of travel trailer and a tow vehicle (truck, van or automobile) or a boat. Licensee agrees that the premises shall be used for no other purpose without the written consent of the City obtained in advance. The Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of Licensee's activities permitted to be conducted under this agreement.
4. Licensee agrees to maintain at licensee cost in good condition the culvert and driveway facilities in perpetuity.
5. The Licensee shall provide evidence of insurance for the term of the agreement protecting the City, its officers, agents, and employees, from occurrences as to bodily injury liability and property damage liability. Such evidence may be supplied by filing with the city, in duplicate, a certificate of insurance issued to the City.

The certificate or insurance policy shall set forth:

- (a) That the City, its officers, agents, and employees, are made additional insureds;
- (b) The dates of inception and expiration of the insurance.
- (c) The amounts of public liability coverage of not less than \$300,000.00 and the amount of property damage coverage of not less than \$100,000.00, neither coverage to involve a deductible feature.
- (d) A statement by the insurance company that it will not cancel the policy or policies without giving 15 days prior written notice to the city.
- (e) A statement by the insurance company that the city is not liable for the payment of premiums or assessments on the policy or policies.
- (f) A statement that insurance coverage is on an occurrence basis.

6. Licensee does further expressly agree to indemnify and save the City, its officers, agents and employees, harmless from any and all claims for loss, damage, injury or liability or whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the City to which the licensee, its agents, employees, or licensees may have access by reason of this license.

7. The City shall have the privilege of inspecting the premises covered by this agreement at all times.

8. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to licensee be granted in turn to any person without the prior written consent of the City.

9. The City may terminate this agreement and be relieved of any further performance if licensee fails to perform any covenant herein contained at the time and in the manner provided. This right is cumulative to any other legal right or remedy.

10. The parties agree that the Licensee and agents and employees of Licensee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the City.

11. Notwithstanding anything herein contained to the contrary, this agreement may be terminated at any time by City upon sixty (60) days notice in writing to Licensee.

12. Time is of the essence of each provision of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

13. It is mutually understood and agreed that no alteration or variation of the terms of this agreement is valid unless made in writing and signed by the parties, and that no oral understanding or agreements not incorporated and no alterations or variations of the terms unless made in writing between the parties is binding on any of the parties.

14. Licensee recognizes and understands that this agreement may create a possessory interest subject to property taxation and that the Licensee may be subject to the payment of property taxes levied on such interest.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the day and year first above written.

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/

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

Rodney Lahmann

ATTEST:

Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT;
AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT
DEPARTMENT**

**RE: ADDITIONAL FUNDING FOR THE CHINESE TEMPLE MUSEUM
PROJECT**

DATE: MAY 19, 2015

SUMMARY

The Council may consider approving additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project.

BACKGROUND

On March 31, 2015, the Council approved Community Development Block Grant (CDBG) funds for a construction contract with Trent Construction in the amount of \$487,933, plus a 5% contingency in the amount of \$24,397 to make repairs to the Chinese Temple Museum. Since, it has been determined that replacing the current deteriorated wood fencing and gate with rot-iron would be a more eye pleasing and durable option. The wood had already been ordered for the fencing and is not returnable. Some of the wood will be used for the decking and stairway repairs and the remaining will be used for other Parks and Trees projects.

Additionally, on the first day of construction, the masonry contractor ran into an unanticipated issue where the parapet had to be reconstructed by adding rebar, and mortar. This change order alone used more than \$9,000 of the contingency.

There is currently \$28,787 in donations, including the \$5,232 in funds donated from Tong Fong Low to be used specifically for lighting. These are restricted funds that can only be used for the Chinese Temple and will off-set the change in fencing and allow for any additional items that may arise during construction, due to the age of the building.

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Repairs	CDBG PI Contingency \$24,397	Chinese Temple Restrictive Funding \$28,787
Masonry (parapets)	Approx. (\$9,410)	
Bamboo, etc	(\$1,241)	
Rot-iron Gate and Fencing	Approx. (\$7,000)	
Wood purchased/not returned		Approx.. (\$6,000)
Lighting		(\$5,232)
Remaining Funds	\$6,746	\$17,555

FISCAL IMPACT

Funding is available in the amount of \$28,787 from donations made to the Chinese Museum (001-8100-5020-205)

RECOMMENDATIONS

Approve additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project.

**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 NICOLE KOPEL, MEGAN
MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP FOR THE
RENTAL OF OFFICE SPACE AT 1465 MYERS STREET**

DATE: MAY 19, 2015

SUMMARY

The Council may consider a Commercial Lease Agreement with Nicole Kopel, Megan Marsh and Santos Reyes dba: Oroville Soap Shop, for the rental of a commercial unit at the Historic State Theatre, 1465 Myers Street, Suite 3.

DISCUSSION

The previous tenant of the unit, La Petite Galerie, terminated their Lease Agreement with the City on January 21, 2015. The Oroville Soap Shop has approached the City and expressed interest in the rental of the unit at 1465 Myers Street – Suite 3. A summary of the Agreement is as follows:

Premises: 1465 Myers – Suite 3, approximately 497 sq. ft. (\$0.75 per sq.ft.)

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

Rent: \$372.75 per month / \$4,473 per year

Security Deposit: \$1,200

The Oroville Soap Shop is proposing some minor interior improvements, including new flooring, painting and lighting upgrades. As written into the Agreement, the tenant may be credited a maximum of 3 months in rent (\$1,118.25) to recoup the cost of mutually agreed upon tenant improvements (material and labor). Any cost to the tenant for improvements in excess of \$1,118.25 shall be at the sole expense of the tenant. Tenant shall 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.

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FISCAL IMPACT

The tenant will provide monthly rental payments in the amount of \$372.75 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, the tenant may be credited a maximum of 3 months in rent (\$1,118.25) to recoup the cost of mutually agreed upon tenant improvements (material and labor). Any cost to the tenant for improvements in excess of \$1,118.25 shall be at the sole expense of the tenant.

RECOMMENDATIONS

Adopt Resolution No. 8366– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP, FOR THE RENTAL OF A COMMERCIAL UNIT AT THE HISTORIC STATE THEATRE, 1465 MYERS STREET, SUITE 3 – (Agreement No. 3125).

ATTACHMENTS

Resolution No. 8366
Agreement No. 3125
State Theatre Commercial Units: Floor Plan

**CITY OF OROVILLE
RESOLUTION NO. 8366**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP, FOR THE RENTAL OF A COMMERCIAL UNIT AT THE HISTORIC STATE THEATRE, 1465 MYERS STREET, SUITE 3

(Agreement No. 3125)

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 the Oroville Soap Shop to rent the commercial space located at 1465 Myers Street, Suite 3. 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 19, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, 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 19th day of May, 2015, between the City of Oroville ("Landlord"), and Nicole Kopel, Megan Marsh and Santos Reyes DBA: Oroville Soap Shop ("Tenant").

BUSINESS TERMS

Landlord: **CITY OF OROVILLE**

Tenant: **OROVILLE SOAP SHOP**

Premises: Historic State Theater (APN: 012-093-008-000)
1465 Myers – Suite 3, approximately 497 sq. ft.

Permitted Use: See Table 26-34.020-1 of the Oroville Municipal Code
"Allowed Uses in Mixed-Use Districts"

Current Zoning: Downtown Mixed-Use (MXD)

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: \$372.75 per month

Deal NPV \$4,473 (\$372.75 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 (\$1,118.25) to recoup the cost of mutually agreed upon Tenant improvements (material and labor). Any cost to the Tenant for improvements in excess of \$1,118.25 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 tenant's 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: _____
Linda L. Dahlmeier, Mayor

ATTEST

By: _____
Donald L. Rust, Acting City Clerk

APPROVED AS TO FORM

By: _____
Scott E. Huber, City Attorney

**NICOLE KOPEL, MEGAN MARSH
AND SANTOS REYES DBA:
OROVILLE SOAP SHOP**

TENANT

By: _____

Print: Nicole Kopel
DBA: Oroville Soap Shop

By: _____

Print: Megan Marsh
DBA: Oroville Soap Shop

By: _____

Print: Santos Reyes
DBA: Oroville Soap Shop

BUSINESS LICENSE NO.

1455

1461

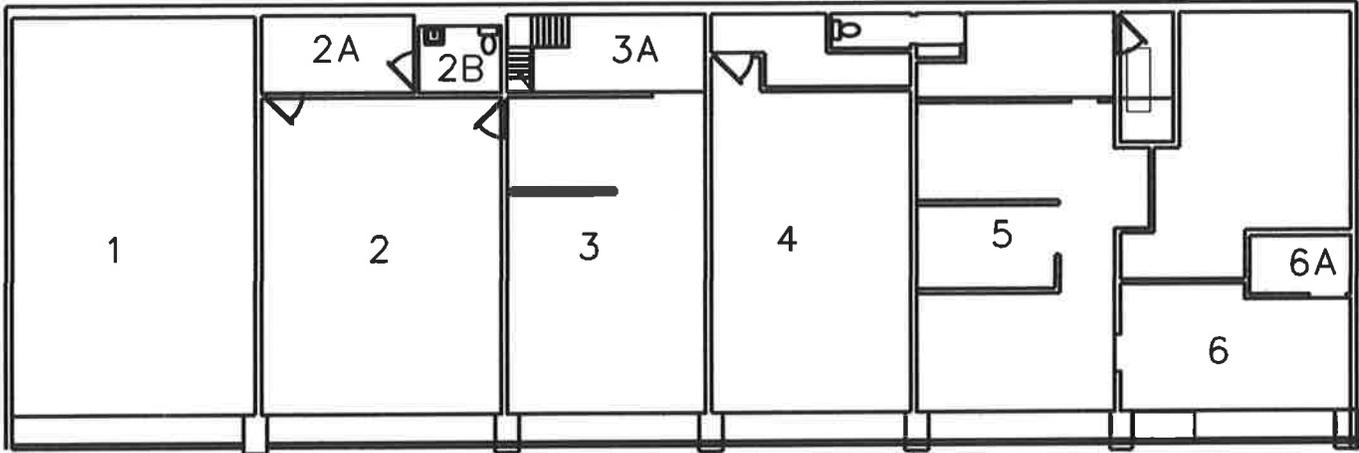
1465

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

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS
FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY
RE: MUNICIPAL LAW ENFORCEMENT SERVICES
DATE: MAY 19, 2015

SUMMARY

The Council may consider the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues.

DISCUSSION

The Police Department has previously presented a plan to increase staffing for both the Police Department and the Code Enforcement Department. The plan was presented at the City of Oroville budget meeting on May 11, 2015.

Municipal Law Enforcement Services will provide coverage 16 hours per day, 7 days a week. The MLE Officers will be responsible for handling all misdemeanor crime, cold felony crime, vehicle thefts, vehicle recovery, parking enforcement, park and trail patrol, transient issues, information to citizens and all Code Enforcement issues. These Officers will allow the Police Department to better utilize the Police Officers for more serious matters such as arrest, violent crime, traffic enforcement, school resource activities and criminal investigations.

The Police Department is currently staffed with 2 Community Service Officers; the Code Enforcement Department is currently staffed with 2 Code Enforcement Officers. It is the intent of this program to combine the Community Service Officers and the Code Enforcement Officers into one unit to form the Municipal Law Enforcement Services. Once this combining has occurred the Police Department is requesting permission to hire 8 new Community Service Officers, along with the necessary equipment for these Officers.

First Year Annexation:

Position	Qty	Personnel Cost	Vehicle	Equipment	Overhead
Community Service Officer	8	\$448,000	\$110,000	\$24,000	\$96,000
Records Clerk	1	\$52,000	\$0.00	\$1,000	\$12,000

TOTAL APPROXIMATE COST
\$743,000

Revenue Source	Amount of Revenue
Taxes	\$600,000
Municipal Police Chiefs (2014)	\$ 78,500
Municipal Police Chiefs (2015)	\$100,000
Supplemental Benefit Fund	\$ 48,500

TOTAL AVAILABLE REVENUE
\$827,000

FISCAL IMPACT

RECOMMENDATIONS

1. Authorize the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues.
2. Authorize the hiring of eight (8) Community Service Officers and the purchasing of necessary equipment as outlined in this staff report.

ATTACHMENTS

None

**REPORT OF
INVESTMENTS**

APRIL 2015

CC-19

**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY
OROVILLE PUBLIC FINANCING AUTHORITY
MONTHLY SUMMARY OF INVESTMENTS
April 2015**

CERTIFICATION:

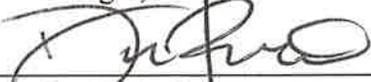
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six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



Ruth Wright, Director of Finance

5/14/15

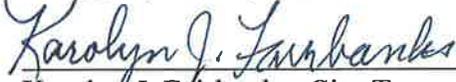
Date



Don Rust, Interim City Administrator

05.14.15

Date



Carolyn J. Fairbanks, City Treasurer

5/14/15

Date



04/30/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Mar-15	Yield	Apr-15
Local Agency Investment Fund (LAIF)	0.278%	21,887,848	0.283%	19,469,688
Bank of the West Operating Account	0.03%	11,587	0.00%	2,748,934
Total Pooled Investments		21,899,435		22,218,622
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
2002 Tax Allocation Revenue Bonds				
Blackrock Provident Institutional Funds	0.00%	Currently in Escrow		1,438,517
Union Bank				
2004 Series A Tax Allocation Revenue Bonds				
Bayerische Landesbank	0.00%	Currently in Escrow		425,406
Blackrock Provident T Fund				
2004 Series B Tax Allocation Revenue Bonds				
Bayerische Landesbank	0.00%	Currently in Escrow		75,973
Blackrock Provident T Fund				
Total				1,939,896

**MONTHLY FINANCIAL
REPORT**

APRIL 2015

**REPORT OF
BUDGETED APPROPRIATIONS
VS.
ACTUAL EXPENDITURES
AND
ACTUAL REVENUES**

APRIL 2015



CITY OF OROVILLE, CALIFORNIA
FINANCIAL SUMMARY
FOR THE PERIOD ENDED
April 30, 2015

CITY DEPARTMENTS GENERAL FUND	REVENUES					EXPENDITURES						
	Actual April 2015	YTD	Budget Total Year 2014-2015	Remaining Budget	% of year Remaining 17%	% of year Remaining Prior Year	Actual April 2015	YTD	Budget Total Year 2014-2015	Remaining Budget	% of year Remaining 17%	% of year Remaining Prior Year
City Council	-	-	-	-	-	-	13,326	94,681	117,343	22,662	19%	19%
Mayor	-	-	-	-	-	-	769	19,666	32,608	12,942	40%	28%
City Attorney	-	-	-	-	-	-	32,779	205,349	309,725	104,376	34%	44%
City Clerk	49	91	4	(87)	-	-	11,986	156,493	202,240	45,747	23%	30%
Human Resources	-	-	550	550	100%	-	10,433	105,987	145,839	39,852	27%	24%
City Admin.	7,600	7,600	7,600	(388)	-	-	77,911	242,566	245,786	3,221	1%	18%
Economic Develop./Comm. Enh.	-	-	-	-	-	43%	7,673	42,774	77,178	34,404	45%	54%
Information Technology	-	-	-	(50)	-	-	29,453	211,999	475,649	263,650	55%	-
Finance	12	9,279	19,925	(50)	-	-	45,953	469,078	627,673	158,595	25%	34%
Post Employment Costs	618	4,836	91,000	80,664	89%	-	3,783	32,296	90,904	58,608	64%	-
City Treasurer	-	-	-	-	-	-	2,435	25,720	27,986	2,266	8%	20%
Planning	1,714	32,710	525,468	99,690	19%	-	34,464	638,489	704,742	66,253	9%	31%
City Hall	709	35,015	3,443	(31,572)	-	-	6,492	94,047	147,575	53,528	36%	47%
Arline Rhyne	102	3,250	160	(3,250)	-	-	375	5,036	7,400	2,364	32%	85%
Fire Department	132	147,938	86,100	(55,360)	-	-	153,244	1,526,414	2,002,621	476,207	24%	21%
Police Department	39,343	368,492	650,335	213,807	33%	-	395,084	4,171,499	5,578,041	1,406,542	25%	21%
Building/Code Enforcement	25,647	368,532	464,204	(140,532)	-	6%	34,105	310,866	420,887	110,021	26%	36%
Public Works Admin.	2,321	24,054	145,345	142,746	98%	-	16,479	161,439	259,671	98,232	38%	23%
Streets/Storm	3,500	384,767	557,730	92,435	17%	22%	83,721	568,170	793,287	225,117	28%	46%
Parks & Trees	34,206	66,969	48,811	(2,619)	-	-	47,403	455,900	534,464	78,564	15%	47%
Pioneer Museum	32	1,150	1,700	550	32%	13%	102	2,318	4,500	2,182	48%	75%
Bolt's Museum	260	3,516	3,000	(516)	-	17%	373	7,255	10,600	3,345	32%	19%
Chinese Temple	677	6,146	9,580	(6,146)	-	-	1,098	18,397	31,380	12,983	41%	-
Lott Home	611	6,934	8,340	(6,934)	-	-	2,389	34,581	104,600	70,019	67%	-
State Theater	1,817	7,907	10,400	(7,907)	-	-	211	19,693	40,400	20,707	51%	-
Liability/Property Insurance	-	-	-	-	-	100%	3,000	257,666	324,491	66,825	21%	35%
Non Departmental*	649,325	7,256,961	10,925,132	3,668,171	34%	32%	809	86,552	89,786	3,234	4%	5%
Totals	768,673	8,736,535	13,558,827	4,043,252	30%	29%	1,015,849	9,964,930	13,407,376	3,442,446	26%	23%

* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include fees for credit card services and charges for Butte County Services.

CITY OF OROVILLE

EXPENSE REPORT ALL BUDGETED FUNDS APRIL 2015

FUND Description	Actual April 2015	Year To Date Actual	Budget Total Year 2014-2015	Remaining Budget	17% of year Remaining Actual to Budget	% of year Remaining Last Fiscal Year
001 General Fund	1,015,849	9,964,930	13,407,376	3,442,446	26%	23%
100 Comm. Promotion	3,990	14,243	55,223	40,980	74%	16%
101 Sewer Fund	307,601	1,546,525	3,007,239	1,460,714	49%	47%
104 SWRCON/FEE FUND	-	5,580	5,680	100	2%	96%
105 Drainage Fees	-	5,580	205,580	200,000	97%	49%
106 Park Dev Fees	36,797	67,475	123,981	56,506	46%	99%
107 NOTTIF	-	5,580	7,580	2,000	26%	96%
108 Traffic Impact	-	17,115	39,015	21,900	56%	54%
109 DRAINAGE/CTYWDE	-	5,580	11,180	5,600	50%	100%
112 GAXTX RSTP FUND	112	430,548	513,000	82,452	16%	100%
113 CANINE FUND	556	3,732	8,500	4,768	56%	100%
116 TECH FEE FUND	223	17,343	40,700	23,357	57%	61%
118 SB1186 C/FUND	1	41	-	-41	-	-
119 RECYCLING FUND	878	16,468	42,926	26,458	62%	59%
120 GTx 2107/2107.5	-	75,222	113,300	38,078	34%	11%
125 GTx 2106 Fund	-	52,060	76,173	24,113	32%	10%
127 Gas Tax 2105	-	153,637	242,330	88,693	37%	11%
130 Spec. Aviation	51,933	408,470	655,409	246,939	38%	24%
140 Housing Admin	32,244	356,691	933,061	576,370	62%	20%
141 HSG PRG FUND	3,070	156,744	678,094	521,350	77%	9%
149 HOME FUND	2,150	665,318	1,701,168	1,035,850	61%	76%
150 CDBG Fund	32,481	1,000,421	4,673,812	3,673,391	79%	77%
151 EDBG FUND	29,353	319,247	169,840	-149,407	-	38%
156 Pub Sfty Aug	-	71,026	142,052	71,026	50%	25%
157 SUPPLAWFORCMT	-	69,266	138,531	69,266	50%	25%
158 L.L.E.BLOCK GRT	5,685	77,688	117,466	39,778	34%	62%
159 LAW ENF.IMP.FEE	-	5,580	45,580	40,000	88%	96%
160 MISC FUND	3,926	191,613	329,333	137,720	42%	93%
161 O/MISC GRANTS	-	-150	-	150	69%	96%
163 FIRE SUP IMPFEE	-	7,882	25,580	17,698	-	98%
165 CONTINGENCY FD	7,600	26,500	-	-26,500	-	100%
166 GRANT-FIRE FUND	33,859	369,344	412,790	43,446	11%	57%
169 GEN GOVT DEVIMP	-	5,580	5,580	-	-	53%
180 OPFA	-	-	1,400,475	1,400,475	100%	100%
184 LLMD ALL ZONES	3,094	24,252	39,356	15,104	38%	57%
185 BAD ALL ZONES	155	3,674	2,788	-886	-	97%
186 WESTSIDE PUB/S/F	112	783	1,273	490	39%	61%
187 PUB/SAFETY SERV	-	690	1,272	582	46%	61%
190 SUPPBENEFITFUND	35,171	217,595	419,779	202,184	48%	58%
198 RDA General	9,674	2,202,250	2,217,866	15,616	1%	8%
230 CITY DEBT SERV	-	723,636	727,429	3,793	1%	-
276 OAD93-1 Dbt Ser	-	-	4,532	4,532	100%	-
305 Equip Replcmnt	-	182,960	362,554	179,594	50%	39%
306 New Capital Eqp	-	14,328	28,655	14,328	50%	-
307 CAPITAL PROJ	120	436,860	479,703	42,843	9%	95%
320 BLDG/FAC CAPIMP	-	14,192	28,384	14,192	50%	-
397 RDA 95 BOND	-	-	177,451	177,451	100%	99%
410 Local Transit	147,007	654,699	541,700	-112,999	-	28%
440 BUSINESS DEVCTR	1,583	23,145	53,120	29,975	56%	53%
450 CTY/HOUSG EDRLF	439	113,743	621,615	507,872	82%	84%
451 CDBG EcoDev RLF	395	9,771	3,630	-6,141	-	20%
452 CDBG Hsg RLF	-	49	-	-49	-	100%
453 MICRO-ENP RLF	53,438	1,577,542	1,612,086	34,544	2%	8%
454 CAL-HOME RLF	-	33,880	122,325	88,445	72%	100%
458 RBEG	-	-	51,412	51,412	100%	100%
460 City RLF	-	3,120	137,663	134,543	98%	14%
500 Payroll Revolv.	-	3,606	-	-3,606	-	-
520 Stores Revolv.	5,544	41,793	69,600	27,807	40%	48%
540 Veh Maint Fund	46,192	352,677	527,620	174,943	33%	29%
550 Wrkrs Comp.	70,984	533,024	703,609	170,585	24%	17%
552 UNEMP-SELF INS	-	32,207	75,257	43,050	57%	85%
555 SELF INS VISION	732	42,737	70,090	27,353	39%	28%
705 PLAN RET FUND	3	116	10	-106	-	100%
710 ANNEXATION FUND	-	2,100	37,424	35,324	94%	100%
Total All Funds	1,942,951	23,358,312	38,446,757	15,088,445	39%	45%

CITY OF OROVILLE

REVENUE REPORT ALL BUDGETED FUNDS APRIL 2015

FUND Description	Actual April 2015	Year To Date Actual	Budget Total Year 2014-2015	Remaining Budget	17% of year Remaining Actual to Budget	% of year Remaining Last Fiscal Year
001 General Fund	768,673	8,736,535	13,558,827	4,043,252	30%	29%
100 Comm. Promotion	-	51,000	55,848	4,848	9%	-
101 Sewer Fund	961	1,674,094	2,726,577	1,052,483	39%	45%
104 SWRCON/FEE FUND	331	51,417	40,500	(10,917)	-	-
105 Drainage Fees	-	3,666	2,470	(1,196)	-	26%
106 Park Dev Fees	-	42,497	17,191	(25,306)	-	-
107 NOTTIF	-	84	200	116	58%	41%
108 Traffic Impact	-	26,317	108,610	82,293	76%	-
109 DRAINAGE/CTYWDE	-	73,795	29,440	(44,355)	-	-
111 LOCAL TRANSP	-	96,568	50	(96,518)	-	67%
112 GAXTX RSTP FUND	-	406	54,182	53,776	99%	5%
113 CANINE FUND	-	7,915	8,800	885	10%	-
116 TECH FEE FUND	1,647	21,021	35,198	14,177	40%	38%
118 SB1186 C/FUND	34	1,062	-	(1,062)	-	-
119 RECYCLING FUND	4,249	15,768	21,189	5,421	26%	26%
120 GTx 2107/2107.5	18,681	91,516	96,100	4,584	5%	7%
125 GTx 2106 Fund	10,760	57,271	64,210	6,939	11%	9%
127 Gas Tax 2105	37,614	188,837	242,330	53,493	22%	-
130 Spec. Aviation	49,564	411,455	558,442	146,987	26%	14%
140 Housing Admin	15,786	330,940	316,700	(14,240)	-	17%
141 HSG PRG FUND	7,850	105,154	421,892	316,738	75%	-
149 HOME FUND	157	781,284	381,126	(400,158)	-	76%
150 CDBG Fund	3,658	888,741	2,750,000	1,861,259	68%	52%
151 EDBG FUND	29,353	319,247	423,385	104,138	25%	35%
155 Asset Seizure	-	251	40	(211)	-	-
156 Pub Sfty Aug	20,219	84,459	101,013	16,554	16%	21%
157 SUPPLAWENFORCMT	9,924	73,278	98,067	24,789	25%	36%
158 L.L.E.BLOCK GRT	7,012	63,967	-	(63,967)	-	71%
159 LAW ENF.IMP.FEE	-	4,867	2,771	(2,096)	-	-
160 MISC FUND	-	156,434	106,190	(50,244)	-	31%
163 FIRE SUP IMPFEE	-	2,416	1,857	(559)	-	14%
165 CONTINGENCY FD	-	43,498	43,498	-	-	-
166 GRANT-FIRE FUND	-	90,199	318,656	228,457	72%	95%
168 PEG FEE FUND	-	11,754	-	(11,754)	-	-
169 GEN GOVT DEVIMP	-	5,513	2,789	(2,724)	-	-
180 OPFA	-	-	1,400,475	1,400,475	100%	100%
184 LLMD ALL ZONES	-	19,159	37,333	18,174	49%	54%
185 BAD ALL ZONES	-	32	70	38	54%	38%
186 WESTSIDEPUB/S/F	23,081	57,943	35,302	(22,641)	-	56%
187 PUB/SAFETY SERV	23,081	57,943	35,396	(22,547)	-	56%
190 SUPPBENEFITFUND	-	167,504	135,021	(32,483)	-	11%
198 RDA General	1,076	301,588	2,187,928	1,886,340	86%	64%
199 RDA Housing	-	100	-	(100)	-	-
230 CITY DEBT SERV	52,289	553,716	639,000	85,284	13%	26%
305 Equip Replcmnt	-	202	-	(202)	-	97%
306 New Capital Eqp	-	16	13	(3)	-	95%
307 CAPITAL PROJ	-	11,964	-	(11,964)	-	93%
395 2004 CONST.BOND	1,757	3,165	2,980	(185)	-	61%
396 BOND FUND 2001	231	416	391	(25)	-	50%
410 Local Transit	74,944	511,920	560,870	48,950	9%	-
440 BUSINESS DEVCTR	323	3,547	-	(3,547)	-	75%
450 CTY/HOUSG EDRLF	1,789	61,415	70,800	9,385	13%	59%
451 CDBG EcoDev RLF	395	9,771	9,440	(331)	-	17%
453 MICRO-ENP RLF	41,774	584,102	1,068,037	483,935	45%	-
454 CAL-HOME RLF	-	2,426	200	(2,226)	-	-
455 HOME Hsg RLF	157	61,432	40	(61,392)	-	-
458 RBEG	546	7,128	51,412	44,284	86%	-
460 City RLF	-	1,857	170	(1,687)	-	-
498 RDA RLF	-	30	25,900	25,870	100%	-
520 Stores Revolv.	2,417	26,224	36,800	10,576	29%	29%
540 Veh Maint Fund	39,974	382,582	600,719	218,137	36%	27%
550 Wrkrs Comp.	25,304	395,104	324,437	(70,667)	-	20%
552 UNEMP-SELF INS	2,638	25,835	31,340	5,505	18%	30%
555 SELF INS VISION	3,360	33,033	43,210	10,177	24%	8%
610 Feather Rvr Bif	-	10	-	(10)	-	-
705 PLAN RET FUND	300	3,635	1,949	(1,686)	-	-
710 ANNEXATION FUND	-	-	40	40	100%	59%
Total All Funds	1,281,909	17,797,019	29,887,421	11,311,362	38%	44%